

**Southeastern Pennsylvania Transportation Authority (SEPTA)**

**Request for Proposal  
25-00329-ACAC  
for  
Outsourced Medical Services**

**December 23, 2025**

# **Outsourced of Medical Services**

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**Southeastern Pennsylvania Transportation Authority**

# **Part I**

## **Instructions and Information**

# Request for Proposal Outsourced Medical Services

## 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 49 U.S.C Section 5325 (j) (2) (D);

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

**IV. GENERAL REQUIREMENTS:**

**A. SUBMISSION OF PROPOSALS**

One (1) original and one (1) copy of the Technical Proposal, plus 1 thumb drive in “PDF” format and One (1) original and one (1) copy of the **Price Proposal**, plus 1 thumb drive in pdf format, both **in separate envelopes (clearly marked)** but which may be mailed/sent together to SEPTA in a single package/box/envelope, shall be submitted to SEPTA’s Contract Administrator:

**Southeastern Pennsylvania Transportation Authority  
Attn: Carolyn Caruso  
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**

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

#### **M. CERTIFICATION REGARDING COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**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 Protester must file a pre-award protest no later than five (5) days after the Protester 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 Protester 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 Protester; 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 Protestor 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 Protestor 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 Outsourced Medical Services**

## **SECTION 2 – SELECTION PROCESS**

### **I. TECHNICAL EVALUATION CRITERIA**

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

- A. Project approach inclusive of the ability to adhere to the Eligibility Requirements – Independent EMR System within the Scope of Work.
- B. Firm’s Qualifications and experience in performing the Scope of Services.
- C. Professional qualifications, specialized experience and technical competence of the Project team and key personnel. Resumes detailing educational and experience background for key personnel should be submitted.
- D. Past performance and references on other projects/contracts with SEPTA, other government agencies and private industry.

### **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**

**Outsourced Medical Services**

# Contract for Outsourced Medical Services

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**Contract  
for  
Outsourced Medical Services**

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

**W I T N E S S E T H:**

WHEREAS, SEPTA is involved in an undertaking known as Outsourced Medical Services (hereinafter known as the "Project"); and

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

WHEREAS, Contractor/Consultant 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/Consultant acknowledges that Attachments 4 and 10 do not constitute legal advice by SEPTA thereon. Hence, Contractor/Consultant, to whatever extent Contractor/Consultant deems necessary, must obtain its own legal advice on these requirements.

3. Engaging of Contractor/Consultant

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

4. Time of Performance

- a. Contractor/Consultant shall perform all the services required under the Contract as listed in the Scope of Work and Price Proposal Documents of the RFP.
- b. Contractor/Consultant shall commence performance promptly upon the effective date stated in SEPTA's Notice to Proceed. Time is of the essence in the performance of services under the Contract.
- c. Contractor/Consultant understands and agrees that any costs incurred prior to the effective date stated in a Notice to Proceed are not allowable costs and Contractor/Consultant will not be reimbursed by SEPTA for any such costs.
- d. Contractor/Consultant shall meet all other time limits set forth in Attachments 1 through 11.

5. Data Available to Contractor/Consultant

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

6. Personnel To Be Used in Providing Services

a. Responsibility for Personnel

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

b. Only Certain Employees to Perform Services

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

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



9. Method of Payment

- a. To obtain payment of a portion of the Total Contract Price, Contractor/Consultant may submit to SEPTA, not more than once each calendar month, an invoice for payment for services rendered in the preceding month, in such form and reasonable detail as SEPTA may require. Such invoices shall not be for amounts inconsistent with the actual physical progress of the services Contractor/Consultant has performed on the Project as determined by SEPTA's Project Representatives. Invoices, at a minimum, shall include the following information: activity date(s), consultant and/or subconsultant name/title who performed the services, number of hours worked, hourly rate, and a description of task/services provided. Consultant and/or subconsultant personnel shall invoice for completed work in accordance with positions listed, and hourly rates established, within the initial price proposal, or Best and Final Offer (BAFO), if applicable. If the Contractor/Consultant uses a DBE, each invoice shall include a DBE Invoice Payment Report (a sample copy of the DBE Invoice Payment Report is attached to the Contract). In each invoice Contractor/Consultant shall:
  - (1) Certify that all services described were performed in conformity with the terms of the Contract and that it is entitled to receive the amounts specified under the terms of the Contract in accordance with said description.
- b. Payments due to Contractor/Consultant under the Contract shall be made within thirty (30) calendar days after written approval of Contractor/Consultant's invoice by SEPTA's Project Representatives.

10. Audit and Inspection of Books and Records

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

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

period of five (5) years thereafter to SEPTA, together with all books and other data or information, in whatever form contained, relating to such subcontractor's/subconsultant's performance for Contractor/Consultant.

11. Overpayments

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

12. All Information and Findings to Remain Confidential

Contractor/Consultant agrees that all information relating to research investigations (patentable or unpatentable), specifications and other evaluations, drawings, tracings, plans, and other data which have been obtained by Contractor/Consultant from SEPTA or are evolved or developed by Contractor/Consultant (or by others under his direction or supervision) in connection with the performance of the Contract or the efforts in conjunction with employees of SEPTA shall be deemed to be confidential information belonging solely to SEPTA. Further, during the term of the Contract and thereafter for a minimum period of three (3) years after the services, Contractor/Consultant shall not use or disclose such information for any purpose (or permit its usage or disclosure by others under Contractor/Consultant's supervision or direction) except to the extent necessary to perform services under the Contract, unless Contractor/Consultant can demonstrate to the satisfaction of SEPTA that such information was actually known to Contractor/Consultant prior to the Contract or was independently and properly obtained or developed by Contractor/Consultant apart from any connection with SEPTA or its employees, directly or indirectly, without breach of any confidential relationship or was publicly available. Contractor/Consultant, 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/Consultant. Contractor/Consultant agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. Contractor/Consultant, for a period of three years after completion of the Project, agrees to furnish all retained works on the request of SEPTA's Project Representative. Unless otherwise provided in the Contract, Contractor/Consultant shall have the right to retain copies of all works beyond such period.

#### 14. Interest of Contractor/Consultant

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

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

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

#### 16. Subcontracting

##### a. Subcontracting Restricted

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

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

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

##### c. Subconsultant/Subcontractor Relations

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

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

Contractor/Consultant shall pay each Subcontractor/Subconsultant with whom it has contracted their earned share of the payment the Contractor/Consultant received. In addition, Contractor/Consultant shall pay its Subconsultant(s)/Subcontractor(s) any retainage Contractor/Consultant has withheld from its Subconsultant(s)/Subcontractor(s) within twenty (20) business days after a Subconsultant's/Subcontractor's work is satisfactorily completed.

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

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

#### 17. Interpretation of Scope

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

#### 18. Changes

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

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

- b. Notwithstanding paragraph "a" above, SEPTA may at any time, by written order, make changes within the general scope of the Contract to the services to be performed by Contractor/Consultant. If any such change causes an increase or decrease in the price

of, or the time required for, the performance of any portion of the services under the Contract, SEPTA's Contract Administrator shall make equitable adjustment in any one or more of the following: price; completion schedule; or other affected terms; and shall modify the Contract in writing accordingly. Any claim by Contractor/Consultant for adjustment under this paragraph must be asserted within thirty (30) calendar days from the date of receipt by Contractor/Consultant of the notification of change; provided however that SEPTA's Contract Administrator, if the Contract Administrator decides that the facts justify such actions, may receive and act upon such claim at any time prior to final payment under the Contract. Failure to agree to any adjustment shall be a dispute within the meaning of Paragraph 31 Disputes. However, nothing in this paragraph shall excuse Contractor/Consultant from proceeding with the Contract as changed.

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

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

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

#### 20. Covenant Against Contingent Fees

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

#### 21. Termination for Convenience of SEPTA

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

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

## 22. Termination of Contract for Cause

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

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

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

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

## 23. Indemnification

In addition to all other obligations of Indemnification specified herein, Contractor/Consultant agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project (hereinafter collectively referred to as "SEPTA"), from and against any and all loss, cost, damage, liability and expense, including consequential damages, counsel fees, whether or

not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence, arising out of the performance of the work by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor/Consultant, or injury, including death, to any person or persons, including employees of SEPTA, Contractor/Consultant, which may be sustained either during the term of the Contract, or upon or after completion of the Project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

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

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

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

#### 24. Insurance

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. **25-00329-ACAC Outsourced Medical Services**.

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 INSUREDS REQUIRED

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

ADDITIONAL INSURED LANGUAGE:

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: Outsourced Medical Services.

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

#### a. Minimum Limits of Liability

Products/Completed Operations Aggregate Per Project	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

#### b. Products Completed Operations

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

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. AUTOMOBILE LIABILITY

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

#### a. Minimum Limits of Liability

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

#### b. Additional Insureds

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. Hired and Other Non-Owned Vehicles

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

3. **WORKER'S COMPENSATION INSURANCE**

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

4. **CYBER/PRIVACY LIABILITY**

Cyber Liability Insurance, with limits not less than \$3 Million per occurrence or claim/aggregate, \$3 Million aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

5. **MEDICAL MALPRACTICE COVERAGE**

\$5 Million each claim and annual aggregate.

6. **UMBRELLA/EXCESS LIABILITY INSURANCE**

a. Occurrence Limit: \$5 Million

b. Aggregate Limit (where applicable): \$5 Million

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

d. Additional Insureds

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.

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/Consultant and its employees as SEPTA deems necessary and appropriate to ensure the safety of its patrons, employees, and property. These measures may include, but

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

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

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

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

#### 29. Waiver of Breach of Contract

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

#### 30. SEPTA Equal Employment Opportunity/Affirmative Action Contractual Requirements

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

#### 31. Disputes

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

Management, or his/her authorized representative, shall be the final determination of SEPTA.

b. Performance During Disputes

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

32. Third Party Contract Rights

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

33. Prohibited Interest

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

34. Integration

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

35. Severability

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

36. Disadvantaged Business Enterprise (DBE) Requirements

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

37. Joint and Several Liability

If two or more individuals, corporations, partnerships, or other business associations (or any combination of two or more thereof) shall sign the Contract as Contractor/Consultant, the liability of each such individual, corporation, partner or other business association to perform

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

### 38. Warranties

- a. Title: Contractor/Consultant covenants and warrants that good title to all the Material and/or Equipment furnished under the Contract shall vest in SEPTA immediately upon delivery and acceptance by SEPTA.
- b. General: Contractor/Consultant warrants that all Material and/or Equipment meets all requirements and standards set by the Scope of Services. All Material and/or Equipment shall be new, the best of its kind or quality, reasonably fit for its intended use as set forth in the Scope of Services, and of safe, substantial, and durable construction. Contractor/Consultant further warrants that any Material and/or Equipment, shall conform to representations and descriptions, either oral or written, made by the Contractor/Consultant and any literature, sample, or other vehicle of information supplied by Contractor/Consultant prior to the time of the proposal due date for the Contract. Contractor/Consultant further warrants that any sample provided represents a minimum standard of quality for the Material and/or Equipment furnished hereunder.
- c. Payment of Suppliers and Subcontractors: Contractor/Consultant warrants that all workers, subcontractors, and suppliers will be satisfied by Contractor/Consultant prior to Contractor/Consultant rendering any invoice to SEPTA so that, at the time SEPTA makes payment to Contractor/Consultant, no part of the performance under the Contract shall be subject to any claim or lien.
- d. Material and Workmanship. In addition to all warranties implied by law, Contractor/Consultant expressly warrants all Material and/or Equipment against any defect in design, material or workmanship which may be discovered during the \_\_\_\_\_ term of the contract, plus at any time during the \_\_\_\_\_ month run-out phase, after the completion of the \_\_\_\_\_. Contractor/Consultant shall make any necessary repairs to and any replacements of all or parts of the Material and/or Equipment during the period set forth above, at no additional cost to SEPTA.

In the event that the warranty work is to be completed after the expiration of the Contract, the Contractor/Consultant hereby agrees to maintain in force and/or extend all of the insurance as originally required by the Contract when it was in force, with SEPTA and any other entity required by SEPTA named as additional insured. The Contractor/Consultant is to procure a Right of Entry Permit from Procurement & Supply Chain Management and may be required to submit proof of insurance before SEPTA will issue the permit.

- e. Additional Warranties.

- (1) If the customary standard warranties for the Material and/or Equipment exceed the period specified above, such warranties shall run to SEPTA.
- (2) If separate or additional warranties covering the Material and/or Equipment are furnished by the manufacturer, supplier, or seller of component part or parts of any item of said Material and/or Equipment, SEPTA shall have the right, but not the duty, to benefit from these separate or additional warranties, along with the primary warranties set forth hereinabove. SEPTA shall look only to Contractor/Consultant for fulfillment of all warranty requirements expressed and implied by the making of the Contract.
- (3) The existence of any separate or additional warranties which run to the Contractor/Consultant from the manufacturer, supplier, or installer of a component part of an item of Material and/or Equipment shall not relieve Contractor/Consultant of its obligation to repair or replace any of the Material and/or Equipment on account of faulty design, manufacture, or workmanship during the warranty period. SEPTA shall not be required to look to any other party for fulfillment of warranty provisions.

39. Performance Bond – Not Used

40. Liquidated Damages – Not Used

41. Delivery

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

42. Inspection

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/Consultant 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/Consultant shall not ship or deliver Material and/or Equipment without such inspection being made unless Contractor/Consultant 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

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

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

**Covered foreign country** means The People's Republic of China.

**Covered telecommunications equipment or services** means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Critical technology** means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 ([50 U.S.C. 4817](#)).

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

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

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

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

**(b) Prohibition.**

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract.

**(c) Exceptions.** This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**(d) Reporting requirement.**

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the

indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

#### 48. ESMS Contractor Training

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this 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

CONTRACTOR/CONSULTANT

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(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

**Attach. 1-Technical  
Proposal  
For  
Outsourced Medical Services**

*(Technical Proposal to be inserted here by SEPTA'S  
Contract Administrator, at time of award)*

**Attach. 2 - Scope of  
Services  
For  
Outsourced Medical Services**

# Scope of Services

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## 1. Introduction

The Southeastern Pennsylvania Transportation Authority (SEPTA) is soliciting proposals from qualified medical service providers to deliver comprehensive outsourced medical services through a risk-mitigated, phased approach. The selected provider will support SEPTA's Employee Medical Services Division in ensuring effective and compliant health screening, testing, medical monitoring, medical surveillance, health and wellness promotion, and electronic medical records management. Below outlines the requirements, scope, and terms for the services required over four distinct project phases. Proposals should reflect the respondents' ability to fulfill all four phases of work described below.

The four-phase approach for this program is as follows:

- Phase 1: Implementation and management of an Independent Electronic Medical Records (EMR) system.
- Phase 2: Outsourcing of Drug and Alcohol Testing services. (This phase is an option at the sole discretion of SEPTA, pricing must be provided.)
- Phase 3: Comprehensive oversight and reporting of all currently outsourced functions through the end of their respective contracts then absorption of the function (This phase is an option at the sole discretion of SEPTA, pricing must be provided.)
- Phase 4: End-to-end outsourcing of all medical department functions to support SEPTA's Medical operation and regulatory compliance. (SEPTA will retain in-house personnel to support contract management and all reports provided by vendor) (This phase is an option at the sole discretion of SEPTA, pricing must be provided.)

*\*This overview is not a comprehensive list of programmatic requirements. Please refer to phase sections for full detailed requirements of each phase.*

Respondents should submit proposals that encompass all four phases. There will be one award, with one purchase order, where one integrator will be the project management contact. Proposer is welcome to have subcontractors to best meet the requirements and must be named in the proposal package.

Within proposals, respondents should clearly outline the first 100 days of the program, integration, and process of the transition to an optimized outsourced model. Proposed schedules should reflect each phase, and overlapping of phase schedules is permitted. If a phase is anticipated to take longer than 100 days, please describe milestone through completion.

Timing of the phases: *(The information here is for example only.)*

Notice to proceed is day zero.

**Discovery Phase** – vendor’s time for info and requirements gathering phase from SEPTA: 45 days (Days 0-45)

**Phase 1** – Independent EMR: 180 days to full deployment. Start after the discovery phase. (Days 45-225)

**Phase 2** – D&A: 180 days, Start 90 days after discovery phase (Days 135-315)

**Phase 3** – Program Oversight: 180 days– 1 year. Start after Independent EMR and D&A are fully stood up.

**Phase 4** – End-to-End outsourced services – Transition to begin after 6-month review of Phase 3.

## 2. Background

SEPTA, serving over 4 million residents across Bucks, Chester, Delaware, Montgomery, and Philadelphia counties, operates a multimodal transit system requiring rigorous compliance with health and safety regulations. SEPTA is committed to ensuring that its employees are fit for duty and are able to perform the essential duties of their jobs at all times without posing a health or safety risk to themselves, coworkers or the public. Employees are therefore required to undergo periodic medical examinations, drug and alcohol testing, and medical and surveillance monitoring to ensure safe operations and regulatory compliance, including adherence to Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Railroad Administration (FRA) and Federal Motor Carry Safety Administration (FMCSA) standards. Injury management is handled by Risk Management; however, some data integration may be required.

SEPTA routinely requires medical services including, but not limited to:

- Pre-employment physicals and/or drug screening for all Union, Supervisory Administrative and Management, and SEPTA Police department positions. Additional testing may be required for specialized positions (Ex: Police receive EKG and additional vision testing)
- DOT safety sensitive drug and alcohol testing
- DOT commercial driver physicals
- General medical surveillance programs for existing safety-sensitive employees such as annual audiograms in support of SEPTA’s hearing conservation program.

SEPTA’s workforce of approximately 9,500 employees is geographically dispersed throughout Philadelphia and the surrounding counties. The headquarters building, where the current medical department is located, is downtown in Center City Philadelphia. The composition of the workforce ranges from office workers to law enforcement and includes approximately 6300 safety-sensitive employees who are engaged in the maintenance, repair, operation and/or dispatch of revenue generating buses, light rail, trolleys and trains.

There are various legacy systems with relevant data that need to be integrated into the new framework. Existing systems vary from physical records to spreadsheets, as well as in-house

custom-built applications and databases. The inability for the Employee Medical Services team to currently access the complete employee profile (e.g., absence management), provide automatic appointment reminders, and upload medical documentation for new and existing employees provides challenges for the team to efficiently complete their day-to-day tasks and support an expected increase in workload.

### **3. Scope of Work and Requirements**

The scope is divided into four phases. With this approach to outsourcing medical services, the requirements build in each phase; Phase 1 does NOT require medical staff, Phase 2 does not require a medical director as SEPTA will utilize our in-house director for approvals, etc. but does require a Medical Review Officer (MRO) to verify positive drug testing results and Phase 3 & 4 requires the full suite of services including contractor supplied medical director for all levels of approval of services provided. Requirements from the previous phase are required within subsequent phases though not repeated.

While the vendor will be responsible for the execution of operational tasks as outlined in this RFP, SEPTA will retain internal administrative and supervisory personnel to oversee contract administration, collect and review reports submitted by the vendor, monitor and enforce regulatory compliance, and coordinate with other internal and external stakeholders as needed.

#### **A. Phase 1: Adoption and Implementation of an Independent Electronic Medical Records (EMR) System**

The objective of this phase is to acquire an independent Enterprise Health Software Application that can support the needs of SEPTA's Employee Medical Services Department **independently and not dependent on usage of other vendor contracted services**. The successful proposer shall supply, configure, and support a secure, HIPAA-compliant independent EMR system capable of managing employee medical information and reporting key metrics.

The application must provide the capabilities noted below with minimal customization and configuration changes:

- Ability to integrate into future corporate ERP.
- Allow new hires and existing employees to create, view, and track medical appointments.
- Accumulate employee monitoring, surveillance, and wellness data.
- Automated notifications as deadlines approach for documentation or appointments required for program compliance.
- Flexible and customized analytical and ad-hoc report generation noting data variances and trends.
- Create customized forms for fitness for duty, incident reporting, and drug/alcohol testing logs.
- Provide templates to automatically generate customized correspondences

- Allow for soliciting information from employees
- Upload and store medical documentation electronically
- Cloud-based deployment options compliant with SEPTA IT requirements (no on-premise solution will be accepted)
- Role-based access controls.
- Data import of legacy paper records and existing spreadsheets, databases and in-house-platforms
- Training for staff and administrators.
- Ongoing support and system updates.
- Overall program and regulatory reporting

### **Independent EMR System – Definition**

1. SEPTA’s IT requirements for an Independent EMR System, which is built exclusively for SEPTA and wholly delivered by the awarded vendor. The system must include all labor, materials, configuration, testing, and rollout, **independent of SEPTA IT resources or related contracts**. This ensures the solution is fully owned and controlled by SEPTA, complies with cybersecurity and data retention standards, and is not part of a centralized EMR shared among multiple clients. **Proposals not meeting “Independent EMR System” requirements shall be deemed technologically non-responsive.**

### **Eligibility Requirement – Independent EMR System**

1. Proposals not meeting these conditions shall be deemed non-responsive.
2. Only RFP-responsive respondents who demonstrably propose an Independent EMR System meeting all of the following conditions shall be considered for award:
3. The EMR shall be designed, implemented, and owned exclusively by SEPTA.
4. The vendor shall deliver all labor, materials, configuration, testing, and rollout independently of SEPTA IT resources or existing contracts.
5. The system shall be developed exclusively for SEPTA’s operational and functional requirements and not part of a centralized EMR shared with other clients.
6. The solution shall be implemented on a configurable commercial EMR platform (e.g., eClinicalWorks, Athena, etc) that supports full interoperability with competitors of the outsourced medical provider and future SEPTA enterprise systems, including ERP.
7. The system shall comply with all SEPTA cybersecurity, data protection, and retention standards, subject to review and approval by the Chief Information Security Officer (CISO).
8. All source code, configurations, integrations, and data shall remain the sole property of SEPTA, with full transfer rights at contract completion or termination.
9. IT System Requirements – See attached “IT System Requirements”

## **Minimum Qualification Requirements**

Contractor must meet the following minimum requirements:

1. Contractor's Experience
  - a. Contractor must have at least five (5) years of experience in the field of occupational/industrial medicine providing services detailed in this SOS. Contractor must be able to demonstrate experience with multimodal transportation agencies or comparable organizations in regard to multiple-agency regulatory governance (Ex: DOT, FRA, and FTA).
2. SEPTA Data Security and Cyber Compliance Requirements
  - a. The awarded contractor must comply with all requirements in Information Technology System Requirements.
3. Personnel Requirements
  - a. Contractor shall designate a Project Manager who shall serve as the primary contact for SEPTA and be responsible for addressing and/or responding to issues, quality assurance, and ensuring contract compliance. The Project Manager must have at least three (3) years of experience in medical clinic administration and/or management.
  - b. Contractor shall ensure adequate supervision and availability at its facility.

## **Records and Reports**

1. SEPTA maintains the confidentiality of all protected health information it receives in accordance with its legal obligations under state and federal law. Contractors only disclose medical information to SEPTA medical staff and must comply with applicable regulations regarding the confidentiality of medical information, including but not limited to Pennsylvania regulations
2. Medical record retention standards are currently to be determined as part of the implementation process and must be appropriately provisioned for in planning and system design.

## **Other Requirements**

1. Meetings
  - a. SEPTA will host an initial implementation meeting and up to 11 additional on-site meetings within the first year of the contract. In-person attendance at these meetings by the designated project manager and critical support staff is mandatory. The meetings will be held at SEPTA headquarters and may take up to four (4) hours. The vendor must provide a list of preferred and required documents to SEPTA prior to the initial implementation meeting. Additional meetings as necessary may be held 48 hours of request.
2. In the event that specific functions are eliminated as part of the outsourcing initiative, the vendor must support a transition approach that includes the potential absorption of in-house staff, as needed, to ensure continuity of operations and alignment with organizational workforce strategies.

## **B. Phase 2: Outsourced Drug and Alcohol Collection and Testing Services**

SEPTA is required to outsource Drug and Alcohol Administrator services in order to protect the integrity of SEPTA's Drug-Free Workplace Program in accordance with Federal regulations, Authority policy, and existing labor agreements.

SEPTA will retain internal administrative and supervisory personnel to oversee contract administration, collect and review reports submitted by the vendor, and coordinate with other internal and external stakeholders as needed.

- The selected provider will manage all facets of SEPTA's employee Drug and Alcohol testing program, including: Pre-employment, random, post-accident, reasonable suspicion, return-to-duty testing and follow-up testing.
- Periodic and follow up testing
- Onsite or clinic-based collection facilities available 24/7
- Mobile collections for employees who are admitted to the hospital following an accident/incident
- DOT-qualified testing and MRO services.
- Turnaround times: 24-48 hours for negative results, 72 hours for positives.
- Chain-of-custody protocols.
- Secure electronic reporting
- Generation and management of random testing pools.
- Ability to integrate into future corporate ERP system (Ex: Oracle, Workday, SAP and others)
- Reporting to SEPTA (Reports TBD)

### **Minimum Qualification Requirements**

1. Contractors Experience
  - a. Contractor/subcontractor must demonstrate at least five (5) years of experience performing similar work for other similarly situated DOT-regulated employers. knowledge and compliance with 49 CFR Part 40, 49 CFR Part 655, and 49 CFR Part 219 and demonstrate compliance with SEPTA's Drug and Alcohol Policies and applicable Pennsylvania state and Federal Regulations.
2. Personnel Requirements
  - a. Contractor/subcontractor shall designate a Project Manager who shall serve as the primary contact for SEPTA Administrative/Supervisory staff and be responsible for addressing and/or responding to issues, quality assurance, and ensuring contract compliance. The Project Manager must have at least five (5) years of experience in Drug and Alcohol collection and testing services.
  - b. Contractor/subcontractor shall ensure adequate supervision and availability at its facilities
3. Contractor/subcontractor must provide the following services:
  - a. Download random selection testing for SEPTA employees and Contractors at weekly and/or biweekly intervals to be determined by SEPTA.
  - b. Randomly tested personnel shall be determined by matching the job identifier codes in a database of testable jobs. The database will be maintained, and codes supplied by SEPTA.
    - i. A random selection will include a randomly generated specification for the testing of each employee selected, and testing will occur at the

beginning, middle, or end of their shift. Example: John Doe (Beg). This means the medical staff will require the selectee to report at the beginning of his work shift.

- c. SEPTA's Designated Employer Representative (DER) will request an increase or decrease to selections periodically throughout the year. The vendor must maintain and monitor selections, so they do not fall below the current testing rate in accordance with DOT regulations.
  - d. The contractor/subcontractor's software must have the ability to capture data for reporting purposes. The vendor must complete and provide all DOT required Management Information System (MIS) reports. SEPTA must submit MIS reports to the Federal Transportation Authority (FTA) and Federal Railroad Administration (FRA).
  - e. The vendor must provide DOT "look-alike" reports at SEPTA's request.
  - f. The vendor shall retain and manage all data collected and upon request, release to DOT or Pennsylvania agencies for auditing purposes.
  - g. The vendor must retain the employee selection list, including the selection method used and (upon request), release the reports to the SEPTA Medical Department.
  - h. Specimen collection.
4. The Facility(s) shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. Sections 701-7; they shall have an anti-drug and alcohol misuse-prevention program inclusive of the elements defined in 49 CFR 655.12; they shall perform pre-employment, reasonable suspicion, on all employees assigned to do SEPTA's work. The Facility(s) shall submit its policy and program with its response and certify compliance with this requirement in writing prior to performing any work for SEPTA.
  5. The Facility(s) shall collect, handle and process specimens with internal and external chain-of-custody procedures that shall ensure their legal integrity. The chain-of-custody documentation shall conform with the requirements of SEPTA and of the Department of Transportation. The Facility(s) shall employ procedures that ensure the security and confidentiality of specimens and testing information and records. The Facility(s) shall have an Employee Drug and Alcohol Testing Program in place.
  6. The Facility(s) shall have appropriate accreditations, licenses certifications, and/or registrations by: Department of Health and Human Services: under the HHS Mandatory Guidelines, by the Substance Abuse and Mental Health Services Administration (SAMSHA), College of American Pathologists Forensic Drug Testing (CAP-FDT) All appropriate state and interstate licenses.
  7. The Facility(s) shall not subcontract any part of SEPTA's laboratory-based drug testing. All such testing shall be performed on the facility/laboratory's own premises. The Laboratory shall maintain adequate staff to process specimens within the turnaround requirements and to accommodate increasing demands on workload by extending working hours or by extending the work week. The Laboratory shall ensure that all test results be approved by an appropriately qualified "certifying scientist" prior to the reporting of results. The Laboratory Director shall have appropriate education, background, experience, and certification in the field of analytical chemistry and toxicology. Technicians shall be certified and trained in the use of the chain-of- custody and special handling of forensic specimens. All laboratory and collection site personnel

assigned to SEPTA work will meet the applicable qualifications set forth in 49 CFR Part 40 for federally mandated workplace drug test programs. Upon request, the laboratory will provide SEPTA applicable certifications of a urine or BAT collector. The Laboratory may not assign employees of SEPTA, or their relatives or dependents, any duties relating to the work specified in this contract, including but not limited to transportation, collection, processing, reporting, billing, or customer service.

8. Contractor/subcontractor's facility must have a minimum of eight (8) urine specimen collectors qualified as per 49 Code of Federal Regulation (CFR) Part 40 (Part 40) of the Department of Transportation (DOT), Subpart C and a minimum of five (5) alcohol testing personnel qualified as per Part 40, Subpart J and trained on the use of alcohol screening test(s) or the facility's Evidential Breath Testing (EBT) device(s).
  - a. Prior to commencing work on the SEPTA contract, Contractor/subcontractor shall provide SEPTA's Designated Employer Representative (DER) with a list of Breath Alcohol Technicians (BATs) and copies of their urine collection certifications to SEPTA.
  - b. Drug and Alcohol Training must be provided by a Contractor/subcontractor's trainer with thorough knowledge of DOT 49 CFR Part 40 regulations, particularly Subparts C, D, E, I, J, K, L, M, N and Q.
9. Facility Requirements
  - a. Contractor/subcontractor's facility(s) must be located within Philadelphia, Bucks, Chester, Montgomery and Delaware counties at a minimum. Will also accept a network that also includes Delaware and South New Jersey providers.
  - b. Contractor/subcontractor's facility must be open and able to perform drug and alcohol testing 24 hours a day/7 day a week (during hours when safety sensitive work is being conducted). Physical exams with D&A only need to be done during regular business hours from 6 a.m. to 6p.m. EST, Monday through Friday, excluding Federal Holidays:
    - i. For facilities that offer 24/7 service or beyond the required normal operating hours cited above, SEPTA reserves the right to expand service coverage to meet the needs of SEPTA personnel. The facility must be designed to provide urine collections per 49 CFR Part 40.42(e) in a single-toilet room with full-length door. Monitored collections in a multi-stall facility are not acceptable to SEPTA.
    - ii. The contractor/subcontractor's facility must have a quality control program, secure storage of confidential records and a method for prompt delivery of documents. Please see the required records/reports section for details.
    - iii. The facility must be well-designed, clean, and meet all relevant state standards. It must also have adequate, safe, and well-lit on-site parking available to SEPTA employees at no cost.
10. Security
  - a. Keyed locks shall be 'tamper-proof'. All testing and storage areas shall have limited access capacity. In properly establishing accession, storage and testing facilities, the construction and physical security protection shall prevent and/or detect attempted, forced, or surreptitious entry.

#### 11. Judicial Proceedings

- a. The Laboratory shall provide all services and testing in a manner in which all results and reports generated shall, in the judgment of the Authority, be admissible and defensible evidence in any administrative or judicial proceeding. The Laboratory shall also make appropriate personnel available for testimony when required by the Authority. All documentation including reports, transfer documents and chains-of-custody, letters, forms, and other materials which are requested by the Authority, shall be provided promptly by the laboratory at customary and reasonable charges. This package of documentation (litigation packet) is required within fifteen (15) days upon receipt of written request for a confirmed-positive test.

#### 12. Chain-of-Custody Forms

- a. The Laboratory shall provide "look-alike" chain-of-custody forms for SEPTA (non-Federal) testing. These forms shall differ from the Federal forms only by lacking a reference to the Federal testing authority. All copies, signature lines, hidden text, and other features on the look-alike form shall be identical to the Federal form.

#### 13. Specimen Collections

- a. Drug and alcohol testing may be performed alone or in conjunction with a physical examination. The type of physical examination requested by SEPTA staff will determine which drug and/or alcohol test to administer.
- b. Federal Drug Testing: Specimen collections shall be performed in accordance with the procedures outlined in DOT regulations 49 CFR Part 40, Subparts E and D and **only** by collectors who have demonstrated training and proficiency as required in Subpart C.
- c. Federal Alcohol Testing: Alcohol testing shall be conducted in accordance with the procedures outlined in DOT regulations 49 CFR Part 40, Subparts K to M and **only** by collectors who have demonstrated training and proficiency as required in Subpart J.
- d. Non-Federal/Company Drug and Alcohol Tests: Non-Federal test collections shall undergo the same process as federal tests with the exception of being documented on Non-Federal custody and control forms (CCF) and alcohol testing form (ATF). Only qualified collectors, as specified above, shall perform them.

#### 14. Other Requirements

- a. Collectors shall not be assigned to SEPTA's account until the facility's project manager has provided SEPTA's DER with proof of proficiency training.
- b. Specimen collection shall commence on a routine basis within 15 minutes of the donor's arrival and check-in at the collection site. Priority shall be given to employees being tested for post-accident or reasonable suspicion.
- c. Whenever alcohol and drug tests are both required, the breath/saliva alcohol test shall always be performed first. SEPTA's DER shall be notified of any deviation from this protocol and the reason for it in a manner specified by SEPTA.
- d. In the event of a confirmed alcohol test result with a BAC of 0.02 or higher, SEPTA's DER shall be notified within 15 minutes of the result, via phone call followed by a fax or email of the alcohol testing form.
- e. At the beginning of the contract, facility must have in their possession at least

two (2) EBT devices certified by the National Highway Traffic Safety Administration (NHTSA). If the facility has only one device, it must be able to obtain the second EBT machine within thirty (30) days after the award of the contract. Contractor shall purchase the EBT devices, maintain them and train their staff on their use at no additional cost to SEPTA. Contractor needs to provide QC log and certification of EBT upon request. SEPTA requires an accuracy check to be done daily on EBT.

#### 15. Unusual Collection Situations

- a. Contractor's collectors shall be trained in problematic drug and alcohol specimen collections, as outlined in DOT regulations 49 CFR Part 40, Subparts I and N. Whenever an unusual situation arises or the collector experiences problems or potential collection obstruction by a donor, SEPTA's DER shall be contacted immediately to ensure that the situation is handled appropriately and the donor is aware of the potential consequences of his/her actions.

#### 16. Turn-Around Time

- a. The Laboratory shall provide complete, "final," hard copy reports within the following time frames relative to specimen receipt at the laboratory:
  - i. The Laboratory shall report results for specimens that screen negative for all drugs and negative, dilute, typically within 24 hours from the time of receipt into the laboratory computer system. The laboratory shall report adulterated, substituted, and invalid specimens typically within 96 hours from the time of receipt into the laboratory computer system. This turnaround time assumes no violation of field collection protocol, which would require a memorandum for record (MFR) from the collector. In cases where the sample screens positive for one or more drugs, the reporting of results will typically be within 96 hours from receipt at the laboratory, assuming that there are no collection protocol violations.
  - ii. When d&l methamphetamine isomers are analyzed, results may typically be expected within an additional 48 hours after the initial confirmed positive for methamphetamine.
  - iii. Results of a routine nature (e.g., general routine automated chemistries and hematology) shall be typically reported within 24 hours from receipt into the laboratory testing facility. Results of tests performed on specimens of a special or non-routine nature (e.g., special chemistries, tissues, etc.) shall be reported within the time frame set forth within each laboratory's current turnaround time schedule.
  - iv. All turnaround times are based on normal operating schedules and conditions and are subject to change without notice. Although most tests would be completed within the applicable turnaround times, some tests will occasionally require more time to complete due to unforeseen events or circumstances.

#### 17. Telephone Results

- a. The Laboratory shall telephone the results of clinical tests performed under the auspices of this proposal directly to the designated person in the Medical Department on an as-needed basis. The Medical Department shall be responsible for informing the laboratory that a telephone result is desired on a

particular clinical specimen. Telephone results are prohibited for forensic drug tests.

18. Electronic Data Transmission (not necessary once independent EMR is live)

- a. The Laboratory shall provide daily electronic transmissions of all completed drug test results in a common format in accordance with the National Laboratory Certification Program (NLCP) mandatory guidelines for workplace drug testing. The file shall contain all identifiers and data provided on the chain-of-custody document, such as (but not limited to), test date and time, test number, donor name, donor employee number, donor last 4 digits of Social Security Number, type of test, reason for test, and testing laboratory name; and results of initial and confirmatory tests, and accession number. If SEPTA retains an outside data- management service, the laboratory shall provide the electronic transmissions to that service upon request. Currently, SEPTA is using remote access "Red Arrow".

19. Teleprinter (not necessary once independent EMR is live)

- a. The Laboratory shall provide daily electronic transmissions of all completed drug test results in a common format in accordance with NLCP mandatory guidelines for workplace drug testing. The file shall contain all identifiers and data provided on the chain-of-custody document, such as (but not limited to), test date and time, test number, donor name, donor employee number, donor identification Number (it is incumbent on the collector/client to record the SSN if that is what is used for ID, type of test, reason for test, and testing laboratory name; and results of initial and confirmatory tests, and accession number.

20. General Clinical Testing Requirements

- a. The Laboratory shall provide general medical tests commonly required in an occupational health clinic. Such tests shall be performed on the premises of the Laboratory and may not be subcontracted to another laboratory. The tests to be made available include, but are not limited to, CBC, SMA, urinalysis, glucose, blood lipids, lead, hepatitis profile, and thyroid profile. All reports shall be made according to the turnaround times described elsewhere in this document and shall be provided in duplicate hardcopy via teleprinter.

21. Drug Testing Requirements

- a. Initial drug tests shall be conducted using an immunoassay that meets all of the requirements of the Food and Drug Administration for commercial distribution, and all specimens positive in initial drug tests shall be submitted to quantitative confirmation tests utilizing GC-MS, GC-MS/MS, LC-MS/MS, or other approved methodology by the Department of Health and Human Services (DHHS).

22. Test Panel

- a. The Laboratory shall provide a panel of tests as required by the U.S. Department of Transportation. In addition, for tests ordered under the Authority's policy (the Drug Free Workplace Policy), the Laboratory shall perform tests for all substances listed in the table below. SEPTA may change the list of substances from time to time and may change the levels of detection required. The Laboratory shall implement internal procedures to distinguish DOT tests from SEPTA tests.

### 23. Detection Levels

- a. The Laboratory shall utilize the levels of detection specified in applicable DOT regulations.

### 24. Oral Fluid Testing

- a. On May 02, 2023, the Department of Transportation (DOT) published a final rule in the Federal Register (88 FR 27596). This final rule, among other items, amends the DOT's regulated industry drug testing program to include oral fluid testing. The final rule was effective June 1, 2023. SEPTA is aware that DOT oral fluid testing cannot be implemented until the Department of Health and Human Services (HHS) certifies at least two laboratories (one to serve as a primary laboratory, and a second to serve as a split specimen laboratory). SEPTA intends to implement oral testing when available. Records and Reports

## 1. Report Forms

- a. Hardcopy requisition and report forms' language and layout shall be in accordance with applicable laws and regulations, and may include the following information:
  - i. Name/address of Collection Site
  - ii. Name/address of Laboratory
  - iii. Patient/Donor name/identifier (as applicable)
  - iv. Social Security Number (when provided as the donor ID)
  - v. SEPTA Employee Account Number
  - vi. Third-party/insurance billing information (as applicable)
  - vii. Collection date
  - viii. Date received by Laboratory
  - ix. Employer and work location (when provided on form)
  - x. Type (reason) of test (e.g., for-cause, new-hire) (as applicable)
  - xi. Test authority (i.e., F.T.A., F.R.A., F.M.C.S.A. or SEPTA) (as applicable)
  - xii. Unique SEPTA-assigned accession number (when provided on form)
  - xiii. Laboratory's accession number
  - xiv. Date reported by Laboratory
  - xv. Type of fluid (blood or urine) for each test
  - xvi. Cutoff level for each test (as applicable)
  - xvii. Units of measure (e.g., ng/ml) for quantities Normal range (if applicable)
  - xviii. Qualitative result for each test
  - xix. Quantitative result for each positive non-federal test

## 2. Management Reports

- a. The Laboratory shall provide quarterly statistical summary reports for workplace drug testing in accordance with applicable regulations.

## 3. Examination/Test Results

- a. Drug and Alcohol Collections (Custody and Control Forms, Error Notification and Affidavits/Memorandum for the Record (MFR))
- b. Following a specimen collection, the Custody and Control Forms shall be entered into the independent EMR system
  - i. When a urine collection or alcohol testing correctable flaw is discovered, either by a correction request from SEPTA's contracted laboratory or MRO, or by Contractor's staff, Contractor's project manager must notify

SEPTA's DER within two (2) hours and proceed to complete the necessary MFR.

#### **Customer Service**

1. Wait time for services shall be kept to a minimum since many services are provided during the employees' work hours and take them out of service. SEPTA's expectation is that, in general, an employee shall wait no more than fifteen (15) minutes to begin alcohol and/or drug testing procedures. Additionally, Contractor shall be held financially responsible for any time claims (lost work time) to SEPTA from employees whose test results were delayed because of clinic error.
2. The Laboratory shall provide a "customer support representative(s)" who shall maintain toll-free number and be available for consultation during SEPTA Medical Department's working hours—the Customer Service toll-free number to be available 7am-7pm EST, M-F.

#### **Audits and Inspections**

1. SEPTA's Drug and Alcohol Testing Program is subject to periodic state and federal agency audits that include its service agents. Contractor shall be available to participate in the relevant portion(s) of the audit and prepared to provide any requested documentation and evidence of compliance, as per DOT regulations 49 CFR Part 40, Subpart Q.
2. SEPTA reserves the right to conduct announced or unannounced periodic audits of technical procedures and inspections of medical facilities, equipment and records in order to ensure contract compliance with the provisions of any contractual agreement and related federal or state statutes or regulations. SEPTA may also review procedures and training materials for drug and alcohol testing. The contracted provider shall cooperate fully and make its facilities, staff and records available to SEPTA. Audits may include the use of "ringers." "Ringers" travel to SEPTA's contracted medical facilities and pose as pre-employment candidates or employees. Their feedback is used to measure the quality of services and facilities, compliance with federal regulations and to identify any deficiencies or areas for improvement.

### **C. Phase 3: Comprehensive Oversight and Absorption of Currently Outsourced Medical Services**

Upon successful implementation of Phases 1 and 2, SEPTA may elect to award a contract extension to encompass full oversight and eventual absorption of all currently outsourced medical services, including:

- EAP/SAP
- X-ray (asbestos)
- FIT Testing/Pulmonary Function
- Hearing Conservations
- Health/Wellness Coaching
- Wellness Resources
- Dietician Services
- Biohazard Waste
- Vaccination Clinic
- Lab (Clinical)
- Medical Supplies
- Technical – Calibration of Audiometers/Hearing Booths, Calibration of Alcohol Monitors

This phase will require the selected vendor to assume operational responsibility for existing outsourced functions, ensuring seamless service delivery, compliance with applicable standards, and integration with SEPTA's broader health and safety objectives. Contract for oversight will begin in overseeing existing contracts until their expiration. In a timeframe TBD, SEPTA will be able to assess and determine if contract will continue with the current vendor or if the RFP contract awardee will take service in house to their own company or provider. The assessment will be based on service delivery and pricing compared to the current program.

Contracts included in oversight program scope are solely at the discretion of SEPTA. At any point, SEPTA reserves the right to remove services from the contractor and bring them back in-house.

#### Minimum Qualification Requirements

1. Contractor must have a minimum of two (2) primary physicians (physician/Medical Director) assigned to the SEPTA contract working a minimum of sixty (60) hours combined (1.5 FTE).
2. The primary physicians must meet the following requirements:  
A licensed Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.) in the state of Pennsylvania.

#### **D. Phase 4: End to End outsourcing of Medical Services**

Upon successful implementation of Phases 1, 2 and 3, SEPTA may elect to award a contract extension to encompass full outsourcing of all medical services, including the previous scope and the following additional items not limited to:

- Return-to-work evaluations.
- Occupational health assessments.
- Fitness-for-duty exams (including psychological evaluations where applicable).
- Medical case review and disability assessments.
- Support for Family and Medical Leave Act (FMLA) and ADA evaluations.
- Claims and exposure management (hazmat, bloodborne pathogens, etc.).
- Coordination with SEPTA's internal medical unit and third-party administrators.
- Ability to integrate into ERP system

#### MINIMUM QUALIFICATION REQUIREMENTS

3. The primary physicians must be in-house and meet the following requirements:
  - a. a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.) in the state of Pennsylvania;
  - b. at least four (4) years of experience as a DOT Certified Medical Examiner. If there is a change in this position, Contractor must notify SEPTA's Contract Management staff immediately and submit for SEPTA's approval, the physician's curriculum vitae/resume, and documentation/certifications required seven (7) days of the change.
4. Contractor's physicians, as well as additional providers (such as nurse practitioner or physician assistant) certifying commercial drivers must be familiar with FMCSA physical requirements for commercial drivers. Each staff member performing these examinations must be certified and listed on the National Registry of Certified Medical Examiners.

- a. Any non-physician providers need to have a collaborative agreement with the primary physician (mentioned in 3A)
5. Contractor's physicians and additional staff performing Commercial Driver License (CDL)-based exams must have a minimum of one (1) year demonstrated experience and SEPTA must receive their curriculum vitae prior to performing any medical examinations.
6. Facility Requirements
  - a. Contractor's facility must be able to provide all of the following services:
    - 1) Pre-employment/Reinstatement/Transfer/Requalification/Priority Recall physical examination (including D&A testing, all required screenings and visit with the provider)
    - 2) DOT Examinations for those applicants and employees whose roles will require a Commercial Driver License (CDL) or be considered safety-sensitive
    - 3) Return-to-work examination or documentation review (and clearance determination) following a "red flag" medical situation
    - 4) Return-to-work (RTW) evaluation (either exam or documentation review) & clearance determination following absences for non-work-related injury/illness and FELA-related absences
    - 5) Medication Evaluation;
    - 6) Provide medical consultation for ADA requests
    - 7) "Shy Bladder" and "Shy Lung" Medical Evaluations
    - 8) Vitals Check
    - 9) Audiometric Testing
    - 10) Vision Testing (including acuity, visual fields, color vision, and depth perception)
    - 11) Pulmonary Function Testing
    - 12) Hepatitis B Vaccination
    - 13) TB Mantoux Skin Test
    - 14) Chest X-Rays;
    - 15) Asbestos Testing;
    - 16) Heavy metal testing and Lead Examination;
    - 17) Alcohol Testing – Breath/Saliva;
    - 18) Urine Specimen Collection;
    - 19) Written Documentation Request;
    - 20) Coronavirus (Covid-19)
    - 21) Medical Surveillance
    - 22) Medical Monitoring
    - 23) Wellness promotion
    - 24) EKGs
    - 25) Review of Regional Rail examinations (periodic, promotional, etc.)
    - 26) Review and completion of medical requalification and disqualification requests
    - 27) Review of and addressing "red flags" presented to the SEPTA Medical Department

- 28) Participate in regulatory work and audits
- 29) Review of documentation for Medical Directives

#### **4. RECORDS AND REPORTS**

1. Each facility shall have its own quality control program that includes regular review and auditing of all work, but particularly for accuracy of drug and alcohol testing forms. In addition, Contractor's Project Manager shall also perform daily quality control review of all documents. Accurate records shall be established and maintained in a safe and confidential manner in accordance with applicable government statutes and regulations and the provisions of the contractual agreement with SEPTA.
2. SEPTA maintains the confidentiality of all protected health information it receives in accordance with its legal obligations under state and federal law. Contractors may only disclose medical information to SEPTA Medical personnel and must comply with applicable regulations regarding the confidentiality of medical information, including but not limited to the Health Information Portability and Accountability Act (HIPAA).
3. Pre-employment physical examination results will be logged in the Independent Electronic Medical Records system daily or as soon as possible based on medical requirements. Results for Potential Safety Risk, Non-Work Related Injury examinations/documentation review including Combo RTW/CDL, Medication Review, Medication Evaluation and Other Tests and Special Services shall be reported to SEPTA immediately upon completion of the examination or test (within 30 minutes). All examination reports shall be provided in a format designated by SEPTA's Talent Management staff. Written notification of an individual placed on medical hold shall be submitted to SEPTA's Talent Management in the manner specified immediately upon the decision to hold.

#### **5. SERVICES TO BE PERFORMED:**

1. Contractor shall perform examinations according to SEPTA specifications and in keeping with medical standards of care. Contractor shall use SEPTA's Medical History Questionnaires, Medical Examination Form, and Medical Hold Form, when applicable (to be shared in the Discovery Phase after contract execution). Recommendations and advice of the examining physician are given great weight in employment decisions and may affect the obligations of SEPTA. In all cases, the medical professional shall discuss abnormal results with the candidate or employee for informational purposes only to the extent that the findings relate to the essential functions of the job to be performed. SEPTA will designate specific physician(s) for performing complex medical examinations based on work experience, knowledge of SEPTA protocols, and agency needs. Training will be provided on SEPTA protocols as necessary, and each medical examination type will indicate if services need to be performed by a DOT certified provider.

- a. MEDICAL EXAMINATIONS
- i. Pre-employment/Reinstatement Physical Examination *by an authorized physician, physician assistant or nurse practitioner*

This examination consists of the following components:

1. Vital Signs (height, weight, blood pressure, pulse rate, respiration rate, and temperature)
2. Urine Dipstick
3. Medical History Review
4. Medication Review
5. Audiometric Testing
6. Vision Testing
7. Commercial Driver License (CDL) Examination
8. Physical examination
9. Sleep Apnea Risk Assessment
10. Drug and alcohol test with all exams

Written communication of the examination results to SEPTA staff shall be required through notation on the Medical Services Authorization form, or in another format as determined by SEPTA. \*No CDL Examination fee will be charged in addition to the pre-employment examination fee when both services are ordered.

- ii. DOT/Commercial Driver License (CDL) Examination  
*Performed by a DOT-certified medical examiner*

This examination is performed for all positions requiring a Pennsylvania Class "A" or "B" license. The examination is performed according to FMCSA and Pennsylvania DMV physical requirements. A medication review shall also be included in this examination to ensure safety. Hearing shall be evaluated by audiometric testing or forced whisper where approved. Medical Examiner's Certificate will be distributed accordingly and in alignment with all federal/state requirements if the PennDOT excepted intrastate rule is removed.

One (1) copy of DOT Form MCSA-5875 shall be given to the employee after completion of the examination for submittal to DMV

1. Two (2) copies of the Medical Examiner's Certificate (MEC), Form MCSA-5876 shall be provided as follows:
  - a. Two (2) copies for the employee after completing the exam:  
Note: Employee will keep one (1) copy for their record and submit one (1) copy to division management.

\*Scope of work may be subject to change if there are any revisions or amendments to state or federal regulations or guidelines, including the current PennDOT excepted intrastate transportation rule.

Written communication of the examination results to SEPTA staff shall be required through notation on the Medical Services Authorization form, or in another format as determined by SEPTA.

iii. Examination following Medical Event Suggesting Potential Safety Risk (PSR)

*Performed by a clinician*

SEPTA policy requires employees to be medically evaluated prior to returning to work following a medical episode that suggests serious potential safety risks including, but not limited to: chest pains, loss of consciousness, dizziness, blurry vision, temporary paralysis, extremely elevated blood pressure, suspected heart attack, suspected sleep apnea, and any other condition that could impact ability to safely work, or when advised by a health care provider or public health official that an employee may pose a risk of spreading a highly contagious, serious disease. The purpose is to ensure that employees are able to fully and safely perform the essential functions of their positions.

The examination shall include, at a minimum:

1. Review of the employee's medical history, focusing on the specific medical issue suggesting a potential safety risk;
2. Review of documentation provided by the employee and his/her physician(s)/provider;
3. Physical examination; and
4. Review of current medications.

The physician shall refer to the relevant job function analysis or job description provided by SEPTA.

iv. Return-to-Work (RTW) Examination following Leave of Absence (LOA) for Non-Industrial Injury or Illness

*Performed by an authorized physician/provider*

SEPTA requires this examination for all employees returning to work after a personal, non-industrial medical leave of absence of thirty (30) or more days, or fewer than 30 days for "red flag" conditions. The purpose is to ensure that employees are sufficiently recovered and able to fully and safely perform the essential functions of their positions. These examinations are arranged by a member of Talent Management's Disability Compliance Team (DCT).

In general, the examination should include all of the same examination components of the Potential Safety Risk examination; however, the specifics of the examination should be based on the nature of the medical condition(s), the length of time the employee was unable to work, and the essential job functions as noted in the relevant job function analysis or job description. As necessary, other medical conditions should be reviewed in regard to the employee's job classification. Consultation with the employee's treating provider may be necessary. The physician/patient time is expected to be longer than 10 minutes. The physician shall refer to the relevant job function analysis or job description provided by SEPTA.

Written communication with SEPTA staff shall be required and the physician shall provide their findings using SEPTA's Medical Services Authorization form. Clinic staff shall notify the appropriate DCT Representative of the result within 30 minutes after the examination is complete, in the format determined by SEPTA.

v. Medication Review and/or Consultation  
*Performed by an authorized*

This review and consultation shall focus on prescription and over-the-counter medication(s) an employee is taking to determine whether or not they present a potential safety risk. A list of the employee's medication(s) will be emailed or otherwise provided to the clinician for review. Once clinician completes review, the employee will be notified by SEPTA's Medical Librarian of whether the medication can be taken without restrictions or whether restrictions need to be in place. A fitness-for-duty consultation may be performed if the employee's treating provider cannot adjust the medication schedule to align with what is allowable by SEPTA.

b. EXAMINATION OUTCOMES AND REPORTING

- i. Pass: Employees or employment candidates that pass all components of the medical examination, including Other Tests and Services described in Section IV. E.
- ii. Fail: Employees or employment candidates that have a medical condition which prevents them from fully and safely performing the essential functions of their job and the condition is not expected to be resolved within 30-60 days.
- iii. Medical Hold: Employees or employment candidates with a medical condition that is expected to be resolved within 30-60 days, as determined by SEPTA policy.
- iv. Reporting: All medical examination results shall be reported to Talent Management according to the timelines specified in this SOW and in the format determined by SEPTA.

c. SPECIAL MEDICAL EXAMINATIONS SCHEDULED BY TALENT MANAGEMENT

- i. This examination may be ordered based on SEPTA's Talent Management policy to determine if physical or mental impairment(s) may be the cause for an employee's apparent inability to perform his/her essential job functions in a safe and competent manner. This extensive examination shall include a medical history review focusing on the possible medical basis for the performance issue, an examination of the employee, and a review of safety or performance related and/or medical documents along with the relevant job function analysis or job description. It shall also include a review of medical documents provided by the employee and the employee's health care provider, if available. Written and/or verbal communication with the employee's healthcare provider(s) may be required.

The physician/patient contact time shall be at least 30 minutes. The physician may recommend that SEPTA arrange for further evaluation by a specialist or additional functional or diagnostic testing. No additional testing shall be undertaken without prior approval from SEPTA's Talent Management staff. Any additional testing shall be billed as individual items and not included in the pricing of the examination. SEPTA will assign these examinations to a limited number of physicians based on qualifications, experience and background in performing these examinations. Written communication of the examination results to SEPTA staff shall be required through notation on the Medical Services Authorization form, or in another format as determined by SEPTA.

- ii. "Shy Bladder" and "Shy Lung" Medical Evaluations  
Performed by an authorized physician only

"Shy Bladder" and "Shy Lung" medical evaluations shall be conducted by a physician at the request of SEPTA's DER and in communication with SEPTA's Medical Review Officer (MRO). Relevant shy bladder documents and reports shall be completed in a format determined by SEPTA's MRO and faxed to the MRO within 24 hours of the examination. Shy lung examination results shall be transmitted to SEPTA's DER within 24 hours of the examination. Original results for shy lung examinations shall be submitted to the DER within 48 hours. Written and/or verbal communication with the employee's health care provider(s) may be required.

d. OTHER TESTS AND SERVICES

- i. Vitals Check

Vitals Check consists of height, weight, blood pressure, pulse rate, respiration rate, and temperature. The vitals check may be ordered independently from another examination in which it is a required component.

ii. Urine Dipstick

A dipstick urinalysis shall measure specific gravity, protein, blood, and glucose. The urine dipstick may be ordered independently from another examination in which it is a required component.

iii. Audiometric Testing

Audiometric testing is conducted to determine hearing loss for employees and/or employment candidates. Audiometric testing may be ordered independently from another examination in which it is a required component.

iv. Vision Testing

Vision testing includes visual acuity tests of distant and near vision, depth perception, basic color perception, and temporal/peripheral fields of vision. Testing shall be completed and recorded both with and without glasses. The vision testing may be ordered independently from another examination in which it is a required component.

v. Pulmonary Function Testing

Pulmonary function testing measures various lung functions, according to the lung volumes and flow rates in the chart below. Results of Pulmonary Function Testing shall be compared with predictions based upon age, sex, weight and height and any restrictive impairment detected and assessed.

FVC	Forced Vital Capacity
FEV 1.0	Forced Expired Flow in one second
FEV 3.0	Forced Expired Flow in three seconds
FEF 25 – 75	Forced Expiratory Flow
RV	Residual Volume

vi. Hepatitis B Vaccination

This vaccination shall comply with PA-OSHA standards and involves a series of three (3) Hepatitis B injections given over a six-month period.

vii. TB Mantoux Skin Test

An injection shall be given in the forearm and reading of the reaction conducted 48-72 hours later. Positive skin tests shall require a medical history after which a follow-up chest x-ray may be ordered.

viii. Chest X-Rays

A chest x-ray may also be conducted, as needed, as a component to other examinations, such as Shy Lung examination. The readings shall be performed by a board-certified radiologist.

ix. Asbestos Testing

These examinations shall comply with General Industry Safety Orders (Title 8, Section 5208) and include:

1. A history to elicit symptomatology of upper and lower respiration, cardiovascular and gastrointestinal diseases.
2. A physical examination of the respiration and gastrointestinal systems (with Guaiac test).
3. A 14-inch by 17-inch posterior-anterior chest x-ray, right and left anterior oblique chest x-rays to be read by a "B" reader radiologist.
4. Pulmonary function test
5. Vital signs to include height, weight, blood pressure, pulse rate and respiration rates.

x. Lead Examination

These examinations shall comply with Pennsylvania Code of Regulations and include:

1. Detailed work history and medical history with particular attention to past lead exposure, personal habits and past gastrointestinal, hematological, cardiovascular, pulmonary status and neurological systems.
2. Vital signs to include height, weight, blood pressure, pulse and respiration rates.
3. Blood sample including blood lead level, hemoglobin, hematocrit, red cell indices and peripheral smear morphology, zinc protoporphin, serum BUN, creatinine and urinalysis with microscopic examination. A laboratory that complies with Cal-OSHA standards shall conduct blood tests.

xi. COVID-19 Testing

1. Diagnostic Testing: Comprehensive screening and tests for employees for active COVID-19 infection. This is done by collecting fluid from an individual's nose, throat, or lungs.
2. Antibody Testing: Checks for antibodies in the blood from a prior infection to COVID-19.

- xii. EKG Testing
  - 1. For Police applicants

xiii. Additional Testing Services

SEPTA reserves the right to order testing and/or other services not mentioned in this scope of work to ensure that its employees are fit for duty and are able to perform the essential duties of their jobs at all times without posing a health or safety risk to themselves, co-workers or the public.

e. EXAMINATION/TEST SPECIFICATIONS

<b>SPECIFICATIONS FOR EXAMINATION/TEST COMPONENTS</b>	
Vital Signs	Measures shall be taken and recorded of height, weight, blood pressure, pulse rate, respiration rate, and temperature. Blood pressure shall be taken at least twice in sitting position to confirm reading. Clinics shall have both a small and large cuff available at all times. Height and weight shall be taken using an exact scale and the height with accurate measurements.
Urine Dipstick	A dipstick urinalysis shall be performed for specific gravity, ketones, glucose, protein, blood, specific gravity and Ph.
Medical History Review	Pre-employment candidates <i>and</i> employees are required to complete a SEPTA Medical History Questionnaire form prior to the start of their physical examination. All health care providers shall review this form with the individual at the time of examination, in addition to completing a SEPTA Medical Examination form to document findings.
Medication Review/Evaluation	Review the medications (prescription and over-the-counter) that an employee or employment candidate is taking and determine whether or not they present a possible safety risk.
Audiometric Testing	Audiometric tests shall be pure tone, air conduction, and hearing threshold examinations with test frequencies including as a minimum 500, 1000, 2000, 3000, 4000 and 6000 Hz. Both the audiometric test and the testing equipment shall comply with the specifications of, and must be maintained in accordance with, Pennsylvania Code of Regulations. The audiometry testing room shall comply with the requirements for maximum allowable octave band sound pressure levels for audiometry testing rooms and the soundproof booth shall comply with PA-OSHA standards. Audiometric calibration shall be checked acoustically on an annual basis, according to PA-OSHA requirements. Other types of hearing exams, such as the forced whisper test, may be done in certain situations, when allowed per regulations.

Vision Testing	Examinations shall include testing of distance and near vision testing (using a Snellen and/or Titmus eye charts), depth perception, and peripheral vision as necessary. Also to be noted are ptosis, discharge, visual fields, ocular muscle imbalance, and presence of corneal scarring, exophthalmos or strabismus uncorrected by corrective lenses. Vision testing shall be performed both with and without corrective lenses in order to determine baseline vision as well as effectiveness of corrective lenses.
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## 6. RECORDS AND REPORTS

SEPTA's contracted laboratory and MRO shall submit their own MFR templates via email or fax with instructions for processing. For other corrective actions, the collection site manager shall use SEPTA's MFR as appropriate. Copies of all MFRs shall be submitted to the DER via email or fax within 24 hours of notification.

### i. Written Report Request

SEPTA Medical Department staff will request records describing the particulars of a medical condition or examination.

SEPTA will not reimburse the clinic when a written response is requested to address a customer complaint.

### ii. Replacement of Medical Examiner's Certificate (MEC)

In the event that a SEPTA employees become required to carry DOT medical certificates, replacement protocol will be as follows: Employee requests to have his/her Medical Examiner's Certificate (MEC), Form MCSA-5876 replaced, Contractor shall review the Medical Examination Report (MER) Form, MCSA-5875 from the employee's most recent CDL renewal examination and complete a new Medical Examiner's Certificate with the same date from the previous card. Contractor shall not extend the time on the employee's MEC, but only confirm the date of the previous examination.

## 7. OTHER REQUIREMENTS

- a. Physicians performing examinations from the selected facilities shall be required to meet at SEPTA headquarters prior to the start of the contract to review employees' essential job duties. SEPTA staff will make visits to each facility as needed and meet with key personnel. Clinic representatives may be required to attend meetings at SEPTA headquarters when new regulations or procedures are implemented.

b. Testimony

Contractor shall furnish, upon request, qualified personnel to provide forensically sound expert witness testimony on behalf of SEPTA during administrative and/or judicial proceedings. In addition, Contractor may be asked to participate in noticed depositions conducted by adverse parties due to litigation matters. SEPTA will negotiate in good faith with the facility, either an hourly labor rate or lump sum fixed price, if and when these services are required. Whenever possible and to the extent practicable, SEPTA will provide advance notice of the required appearance. However, the Contractor shall be available or appoint a qualified representative in the event that last minute developments require testimony or rebuttal on short notice. The personnel shall be able to testify to the following:

1. Qualifications of the firm and its personnel;
2. Specific physical examination procedures;
3. Quality control method used for each procedure;
4. Urine specimen and breath collection procedures;
5. Interpretation of examinations and their results.

## **8. CUSTOMER SERVICE**

- a. Contracted occupational medicine providers/medical clinics fulfill a very important role for SEPTA and shall always provide excellent customer service to employees and employment candidates. Contractor's personnel shall always conduct themselves professionally and in a manner creating confidence and respect. Contractor is responsible for maintaining the integrity of the specimen collection and transfer process for drug screening and the privacy of the employee and shall avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive, inappropriate, or unprofessional.
- b. Wait time for services shall be kept to a minimum since many services are provided during the employees' work hours and take them out of service. SEPTA's expectation is that, in general, an employee shall wait no more than thirty (30) minutes to begin a medical examination. Medical examinations (from clock-in to clock-out) shall not last more than one hundred twenty (120) minutes.
- c. Contractor must offer SEPTA employees the option of scheduling an appointment for their examinations. If applicable, Contractor shall be held financially responsible for any time claims to SEPTA from employees whose CDL renewal examinations last more than one hundred twenty (120) minutes when these examinations have been scheduled by appointment. A penalty fee consisting of the employee's hourly rate may apply for excessive wait times.

Additionally, Contractor shall be held financially responsible for any time claims (lost work time) to SEPTA from employees whose test results were delayed because of clinic error.

## **9. FAILURE TO PERFORM TO SPECIFICATIONS**

- a. Performance will be monitored by SEPTA staff and will include customer satisfaction and accuracy of reports/medical documents, examinations, collections, and paperwork. All portions of this Scope of Services shall be fulfilled for the entire duration of the contract. SEPTA reserves the right to terminate the contract with any occupational medicine provider/medical clinic for unsatisfactory performance or failure to comply with all the requirements of this Scope of Services.
- b. Initial deficiencies in performance will be addressed through consultation with the Contractor. Contractor shall be required to take remedial actions to address the deficits within the timeframe specified by the Project Manager.
- c. If Contractor fails to promptly correct the deficiencies within the Project Manager's specified timeframe and/or if deficiencies are repeated over a thirty-day period, SEPTA may pursue the issue with a written corrective action plan.
- d. Continued failure to correct the deficiencies over a 45-day period of time will result in a written "Cure Notice," which shall require the clinic to provide specific deliverables to correct the deficiencies.
- e. The contract shall be terminated if the corrective action plan is not successful in addressing the deficiencies.

## **10. SEPTA'S MEDICAL CLINIC SERVICES UTILIZATION**

Data provided in the table below represent an estimate of the total number of annual examinations performed by all clinics for SEPTA and are for information purposes only. SEPTA makes no commitment or guarantee of any specific volume of business that a given clinic/facility will receive. Contractor shall not market their services directly to SEPTA Divisions and employees. In some instances, SEPTA has no control over the clinic utilized for a service. The volume any one clinic receives is based on several factors:

SEPTA's Talent Management assigns pre-employment examinations and corresponding drug/alcohol testing to clinics in the designated area, but the volume of hiring is variable. SEPTA's Talent Management assigns and corresponding drug testing based on expertise, proximity to the SEPTA Headquarters and/or proximity to the employee's home. Divisions will assign random, post-accident, reasonable suspicion and incident drug and/or alcohol tests to the clinic designated for their divisions or nearest to the site of the incident. Division locations and staffing levels are

anticipated to change over time. Employees choose the clinic they wish for Commercial Driver License renewal examinations and the corresponding drug tests. SEPTA cannot specify which clinic is chosen.

<b>SERVICE (Annual)</b>	<b>NUMBER</b>
Examinations (new-hire, transfer, Regional Rail, etc.)	~2000
Return-to-Work Potential Safety Risk Examination(s)	~200
Return-to-Work (Over 30 days) Examination(s) (Regular & Directives)	~1200
Fitness-for-Duty Examination(s)	~24
Urine Specimen Collection(s)	~7800
Alcohol Test(s)	~7800
Pulmonary Function Test(s)	~60
Vision Testing(s)	~2000
Hepatitis B Vaccination (number of individual vaccinations, not series)	No data available
Chest X-Ray(s)	No data available
Audiometric Testing(s)	~2000
Shy Bladder/Shy Lung Evaluation(s)	~20
Written Documentation Request	~2600
Medication Review	~1040
Vitals Check/Blood Pressure Check	~2000
TB Skin Test	No data available
Asbestos Testing	No data available
Lead Examination	No data available
Medical Monitoring	~2200

## 11. INFORMATION TECHNOLOGY SYSTEM REQUIREMENTS

The Contractor shall comply with the following Information Technology, data protection, interoperability, risk management, and cybersecurity requirements across all phases of this engagement. These requirements apply to all systems, workflows, facilities, subcontractors, devices, personnel, and data governed under this RFP.

### 1. Governance and Compliance

- a. The Contractor shall comply with:
  - i. HIPAA Security and Privacy Rules
  - ii. HITECH Act requirements
  - iii. DOT, FTA, FRA confidentiality and evidentiary obligations
  - iv. NIST SP 800-171 for Controlled Unclassified Information
- b. SEPTA's Chief Information Security Officer (CISO) shall review and approve all cybersecurity and data protection controls prior to production deployment.
- c. Contractors will provide annual third-party audits covering these control domains.

### 2. Cloud Architecture Requirements

- a. Cloud-based solutions only. On-premises solutions will not be accepted.
- b. Hosting must be located within the continental United States with region disclosure required.
- c. FedRAMP Moderate-equivalent or SOC 2 Type II certification required for cloud hosting.

### 3. Data Ownership, and Sovereignty

- a. SEPTA shall retain sole ownership of all medical records, metadata, logs, configurations, and any custom development or integrations.
- b. Contractors will not use SEPTA data for secondary purposes, including analytics, commercialization, or AI/ML training.
- c. All PHI/PII/HIPPA data must be encrypted:
  - i. At rest using FIPS-validated AES-256
  - ii. In transit using TLS 1.2+
- d. No co-mingled or multitenant record storage where SEPTA data is accessible to other customers.
- e. Contractor must provide full unencrypted data export in standard formats at any time.
- f. A complete data migration and return plan must be provided as part of contract closeout.
- g. System must retain full evidentiary integrity by meeting chain-of-custody requirements and comply with Federal Rules of Evidence 901.

### 4. Identity, Access, and Authentication Controls

- a. Role-based access control (RBAC) with least privilege enforcement.
- b. Multi-factor authentication (MFA) is mandatory for user and administrative access.
- c. Privileged accounts must be controlled through PAM and monitored continuously.
- d. No shared or generic credentials permitted for any function.

5. Monitoring, Audit Logging, and Reporting
  - a. Immutable audit logs must be retained a minimum of seven (7) years or longer per Federal requirements.
  - b. Logs must record user access, data changes, system configuration changes, collection events, test results, and chain-of-custody verifications.
  - c. Contractor must provide near-real-time API-level security event feeds to SEPTA SOC.
  - d. Monitoring must include alerting for unauthorized access, failed login events, and anomalous behavior patterns.
  
6. Vulnerability Management and Testing
  - a. Documented patch management program with required timelines:
    - i. Critical vulnerabilities: remediation within 48 hours
    - ii. High vulnerabilities: remediation within 7 days
  - b. Annual independent penetration testing with remedial action reports submitted to SEPTA CISO.
  - c. Contractor will provide a Software Bill of Materials (SBOM) for all deployed components.
  
7. Business Continuity, Backups, and Disaster Recovery
  - a. Contractor shall support minimum availability  $\geq 99.9\%$ .
  - b. Disaster recovery:
    - i. Recovery Time Objective (RTO)  $\leq 24$  hours
    - ii. Recovery Point Objective (RPO)  $\leq 8$  hours
  - c. Backups must be encrypted, tested quarterly, and stored within the U.S.
  - d. Documented continuity plan must be approved by SEPTA.
  
8. Secure System Integration and Interoperability
  - a. Contractors will use modern open interoperability standards (e.g., HL7, FHIR, REST APIs, OAuth 2.0, OpenID Connect).
  - b. Encrypt all integration traffic and require mutual authentication.
  
9. Incident Detection and Breach Notification
  - a. Contractor must notify SEPTA within 60 minutes of a suspected or confirmed breach.
  - b. Contractor shall coordinate with SEPTA on incident response efforts and root cause remediation.
  - c. Contractor is responsible for breach-related costs including notifications and regulatory penalties.
  
10. Security Documentation Requirements
  - a. Contractor shall provide:
    - i. Current SOC 2 Type II or HITRUST certification reports
    - ii. Cybersecurity architecture and data flow diagrams
    - iii. NIST control matrix or assessment results

- iv. Privacy Impact Assessment (PIA) and HIPAA compliance evidence
- v. Change management procedures
- vi. System hardening and configuration standards

11. Subcontractor Security Requirements

- a. All subcontractors must meet the full requirements of this section.
- b. Contractor is fully responsible for subcontractor non-compliance.

12. Summary Statement

- a. Any solution not fully meeting the requirements of this section shall be deemed technologically non-responsive and will not be eligible for award.
- b. Contractor shall be financially responsible for all costs related to remediation of breach, including regulatory fines, notification, forensics, and credit monitoring.

**Attach. 3 –  
Price Proposal  
For  
Outsourced Medical Services**

RFP 25-00329-ACAC PRICE PROPOSAL FORM

	Phase 1		PHASE 2		PHASE 3		PHASE 4		TOTAL
	Discovery	Independent EMR	Drug & Alcohol		Oversight		End-to-end		
<b>COST (TOTAL)</b>									
Breakdown - Implementation Cost									
Breakdown - Annual Cost	N/A								
Days from launch (Proposers are to enter the estimated number of days for each phase)	(0-#)	(#-#)	( #-# )		( #-# )		( #-# )		(Days to end of implementation)
Itemized breakdown	Description	Cost	Description	Cost	Description	Cost	Description	Cost	

COMPANY NAME: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_  
 DATE: \_\_\_\_\_

## **Attach. 4 - Federal Transit Administration (FTA) Provisions for Contracts – Not Used**

**Attach. 5 - Certification Regarding Lobbying –  
Not Used**

## **Attach. 6 - Disadvantaged Business Enterprise (DBE) Requirements**

## **REQUEST FOR PROPOSAL WITHOUT DBE GOALS**

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

### **A. DBE CONTRACT GOALS**

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

### **B. DEFINITIONS**

1. **"Affiliation"** has the same meaning the term has in the Small Business Administration regulations, 13 CFR part 121:
  - (a) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
    - (1) one concern controls or has the power to control the other; or
    - (2) a third party or parties controls or has the power to control both; or
    - (3) an identity of interest between or among parties exists such that affiliation may be found.
  - (b) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.
2. **"Contract Sum"** means total contract price, including any change orders and amendments.
3. **"Disadvantaged Business Enterprise"** or **"DBE"** means a for-profit small business concern (a) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and is certified as such by SEPTA's DBE Program Office or by Pennsylvania's Unified Certification Program (PAUCP).
4. **"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct clearly defined portion of the work to be performed by the joint venture and whose share in the capital contribution, control, management, risks and profits of the joint venture are

commensurate with its ownership interest (see paragraph D.5. below).

5. **"Small Business Concern" means** a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), that also does not exceed the following size determinations:
  - (a) to be an eligible DBE, a firm (including its affiliates) must be an existing for-profit small business, as defined by Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
  - (b) In addition to the requirements of (a) above, a firm must also meet the annual gross receipts requirements defined in SBA regulations 13 CFR §121.402
  
6. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
  - (a) Any individual which SEPTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
  - (b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
    - (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - (iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - (v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
    - (vi) Women;
    - (vii) any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

### C. **SUBMISSION REQUIREMENTS**

1. In connection with this solicitation and any resulting contract, SEPTA has not established goals for Disadvantaged Business Enterprise (DBE) participation. This is in accordance with the DBE Regulations at 49 CFR §26.39, §26.51, which require SEPTA to attempt to use race-neutral means of obtaining DBE participation whenever possible. If your firm utilizes a

certified DBE subconsultant/supplier, a dually executed DBE Participation Schedule which is attached must be submitted for each DBE subconsultant/supplier, with the Technical Proposal and include the following:

- (a) The name and address of the DBE firm that will participate in the Contract.
- (b) A description of the work that the DBE will perform
- (c) The percent of the participation of the DBE firm participating

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

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

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

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

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

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

**D. DETERMINATION OF PERCENTAGE OF DBE PARTICIPATION**

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

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

2. SEPTA will count the entire amount of that portion of a construction contract (or another contract covered by paragraph D.3. below) that is performed by the DBE's own forces, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased, or equipment leased by the DBE (except supplies and equipment the DBE subconsultant purchases or leases from the prime contractor or its affiliates).
3. SEPTA will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, toward DBE goals, provided SEPTA determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
5. When a DBE performs as a participant in a joint venture, SEPTA will count a portion of the total value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. SEPTA will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract, as determined by SEPTA's DBE Program Office.
  - (a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a specific scope of work in a contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity when ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SEPTA will evaluate the amount of work subcontracted; industry practices; whether the amount the firm is to be paid under the contract is commensurate with the work it is performing; and the DBE credit claimed for its performance of the work and other relevant factors.
  - (b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, SEPTA will examine similar transactions, particularly those in which DBEs do not participate.
  - (c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SEPTA will presume that the DBE is not performing a commercially useful function.

- (d) When a DBE is presumed not to be performing a commercially useful function, SEPTA will accept evidence from the DBE or prime contractor to rebut this presumption. Evidence from independent sources, such as trade journals or independent studies by consultants, is particularly desirable in such circumstances.
7. SEPTA will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- (a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
  - (c) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
  - (e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (f) For purposes of this paragraph D.7., a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
8. SEPTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (a) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials and supplies toward DBE goals. For purposes of this section, a "manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the Specifications.
  - (b) If the materials or supplies are purchased from a DBE Regular Dealer count 60% of the cost of the materials and supplies toward DBE goals. For purposes of this section, a "regular dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the

general character described by the Specifications and required under the Contract are brought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously provided if the person both owns and operates distribution equipment. Any supplement of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

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

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

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

- 1. If after award a DBE subconsultant included on the DBE Participation Schedule submitted to SEPTA, is terminated, or fails to complete its work on the Contract for any reason, SEPTA must be notified within 48 hours.
- 2. If after award of the Contract, a DBE subconsultant is terminated, or fails to complete its work on the Contract for any reason, SEPTA will require the prime contractor to make good faith efforts to find another DBE subconsultant to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same dollar value of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established by SEPTA.

F. **REPORTING AND RECORDKEEPING REQUIREMENTS**

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

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

2. The Contractor shall submit a work schedule outlining when the DBE subconsultant(s) will commence and complete work on the project, at such times as prescribed by SEPTA's DBE Program Office
3. The Contractor shall keep a regular accounting of actual expenditures of funds made under all contract and subcontract agreements with DBEs; specifically, an accounting of the actual amount of DBE expenditures for each contract. **The Contractor shall submit a DBE Invoice Payment Report to SEPTA with each invoice or request for payment from SEPTA.**
4. The Contractor shall submit monthly reports of actual contract expenditures to DBE's by the Contractor. This information must be submitted electronically via SEPTA's website (<http://bizweb.septa.org/bizwebsepta> ).
5. The Contractor and subconsultant(s) shall permit access to their books, records, and accounts by SEPTA (or its designated representative) or the Federal Transit Administration (FTA) for the purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion which is readily assessable to SEPTA and/or the FTA for a minimum of five (5) years following completion of this Contract.
6. With regard to any claim or dispute with respect to payment of a subconsultant at any tier, Contractor expressly agrees to defend, indemnify, and hold SEPTA harmless in the event any suit is brought on account of a dispute between any of the parties including but not limited to subconsultant(s), supplier(s) and material men and in particular, Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction.

G. **FTA DBE AUDIT REQUIREMENT – DBE INVOICE PAYMENT REPORT**

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

H. **MISCELLANEOUS**

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

[END OF PAGE]



**REQUEST FOR PROPOSAL  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION SCHEDULE**

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

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

**PROJECT NAME:** \_\_\_\_\_

**PROPOSAL NO.:** \_\_\_\_\_

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

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

(Type or Print all information)

**TABLE II. MATERIAL/SUPPLIES TO BE PURCHASED FROM “REGULAR DEALERS”**

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

(Type or Print all information)

**Name of Proposer:** \_\_\_\_\_ **Tele. No.:** ( ) \_\_\_\_\_  
(type or print)

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
(type or print) **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

<sup>1</sup> See Section D. “Determination of Percentage of DBE Participation” for discussion of types of participation and credit given toward achieving the DBE Goal.

<sup>2</sup> This must be expressed as a percentage of the Proposer’s total maximum price to SEPTA.



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

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

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

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

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

---

Company Official: _____ <small>(type or print)</small>	Title: _____ <small>(type or print)</small>
_____ <small>(signature)</small>	Date: _____



SEPTA

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

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

**PROJECT NAME:** \_\_\_\_\_

**RFP NO.:** \_\_\_\_\_

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

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

(Type or Print all information)

**Name of Proposer:** \_\_\_\_\_ **Tele. No.:** (    ) \_\_\_\_\_  
(type or print)

**Email:** \_\_\_\_\_

<b>Contact:</b>	_____	<b>Title:</b>	_____
	<small>(type or print)</small>		

<b>Signature:</b>	_____	<b>Date:</b>	_____
-------------------	-------	--------------	-------

**MUST BE PROVIDED ON PROPOSER'S OFFICIAL LETTERHEAD**

RE: DBE PARTICIPATION - COMMITMENT/CONFIRMATION

SEPTA RFP No. \_\_\_\_\_

Project Name: \_\_\_\_\_

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

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

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

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

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

## **Attach. 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.*

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

**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 _____         |

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

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**Attach. 8 -Project  
Progress and  
Performance  
Evaluation Form**

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

<b>1. FUND NUMBER</b>	<b>1</b>
<b>2. PURCHASE ORDER</b>	
<b>3. CPMS NUMBER</b>	

**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.**

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

**9. OFFICE RESPONSIBLE FOR**

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

**10. CONTRACT DATA**

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

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

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

**11. KEY CONSULTANT DATA**

<b>A. NAMES</b>	<b>B. ADDRESS</b>	<b>C. SPECIALTY</b>
-----------------	-------------------	---------------------

<b>12. OVERALL RATING</b> <input type="checkbox"/> <b>EXCELLENT</b> <input type="checkbox"/> <b>AVERAGE</b> <input type="checkbox"/> <b>POOR</b>	<b>13. RECOMMENDED FOR FUTURE CONTRACTS?</b> <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO (If "NO", explain in REMARKS on reverse)</b>
---	---

<b>14A. NAME AND TITLE OF RATING OFFICIAL</b>	<b>15A. NAME AND TITLE OF REVIEWING OFFICIAL</b>
---	--

<b>14B. SIGNATURE</b>	<b>14C. DATE</b>	<b>15B. SIGNATURE</b>	<b>15C. DATE</b>
-----------------------	------------------	-----------------------	------------------

**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.)*

**Attach. 9 - Certification Regarding  
Compliance With Immigration  
Reform and Control Act of 1986**

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

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

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

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

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[END OF SECTION]**

**Attach. 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]**

**Attach. 11 - SEPTA EEO/AA Contractual  
Requirements**

## **SEPTA EEO/AA Contractual Requirements**

### **NONDISCRIMINATION:**

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

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

assure compliance with this requirement and promptly investigate suspected or reported violations.

9. SEPTA reserves the right to monitor and periodically audit its Consultants' compliance with the specifications discussed in this section. In the event the Consultant fails to comply with the nondiscrimination provisions of the Agreement, the Consultant 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]**