

Southeastern Pennsylvania Transportation Authority (SEPTA)

Request for Proposal

25-00165-APES

**Operate
Americans with Disabilities Act (ADA)
and
Shared Ride Program (SRP)
Paratransit Services
in
County of Philadelphia, PA**

(June 2025)

**25-00165-APES,
Philadelphia County ADA/SRP Paratransit Services**

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Southeastern Pennsylvania Transportation Authority

Part I

Instructions and Information

Request for Proposal
25-00165-APES,
Philadelphia County ADA/SRP Paratransit Services

SECTION 1 – INSTRUCTIONS AND INFORMATION FOR PROPOSERS

I. INTRODUCTION

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.

The Scope of Services (SOS) for SEPTA’s Access Program, fka Customized Community Transit (CCT), (Attachment 2) applicable to this RFP applies to two (2) individual books of contract work within Philadelphia County (herein individually referred to as Ph3(contract 1), and Ph7(contract 2). Individual stand-alone proposals are being solicited and may be submitted individually for either, or both service areas.

If a firm proposes for both, each individual Proposal is subject to award on its own as an individual proposal. Each proposal must be specific to either Ph3 or Ph7.

SEPTA may make the following contract awards to:

- two (2) different Proposers, one for Ph3 (contract 1) and one for Ph7 (contract 2)
- one (1) Proposer for Ph3 (contract 1) & Ph7 (contract 2), combined

Note: For additional detail, see Item 19 of the RFP – Price Proposals.

II. FORM OF PROPOSAL

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

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

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

The services described by Proposer must be fully responsive to this RFP. Eliminations or qualifications by Proposer of performance of

services required by this RFP may result in a Proposal being judged non-responsive.

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

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

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

III. RESPONSIBILITY OF PROPOSER

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

1. **Integrity and Ethics** - Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j) (2) (A);
2. **Debarment and Suspension** – Is neither debarred nor suspended from Federal programs under DOT regulations, "Non procurement Suspension and Debarment," 2CFR Parts 180 and 1200, or under FAR at 48CFR, Chapter 1 Part 9.4 or any

Commonwealth of Pennsylvania funded programs. This contract will also be governed by the Contractor's/Consultant's responsibilities under 49 CFR, Part 29, regarding debarment, suspension, and other responsibility matters of any lower tier covered transactions, as applicable.

3. Affirmative Action and DBE – Is in compliance with the Common Grant Rules' affirmative action and DOT's Disadvantaged Business Enterprise requirements, 49 CFR, Part 26;
4. Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325 (j) (2) (B) and Commonwealth of Pennsylvania public policies;
5. Administrative and Technical Capacity – has the necessary organization, experience, accounting, and operational controls and technical skills, or the ability to obtain them in compliance with 79 U.S.C Section 5325 (j) (2) (D);
6. Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations;
7. Financial Resources – has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j) (2) (D);
8. Production Capability – Has, or can obtain, the necessary production, and technical equipment and facilities;
9. Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
10. Performance Record – Is able to provide a satisfactory current and past performance record.

IV. GENERAL REQUIREMENTS:

A. SUBMISSION OF PROPOSALS

One (1) original and one copy of the Technical Proposal, plus 1 thumb drive in "PDF" format and One (1) original and one copy of the **Price Proposal**, plus 1 thumb drive in pdf format, both **in separate envelopes (clearly marked Price Proposal or Technical Proposal)**, 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
Procurement & Supply Chain Management
attn: P. Stavros, Mgr., 11th floor
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

Each Proposal must be accompanied by: (1) PROPOSAL BOND; (2) CASHIER'S CHECK; (3) CERTIFIED CHECK; and/or (4) TREASURER'S CHECK (hereinafter called "Proposal Security"), in an amount of not less than **Five Hundred Thousand Dollars (\$500,000)** and drawn in favor of the SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY. The Proposal Security of the Proposers shall be retained by SEPTA until a contract is awarded and entered into or all Proposals are rejected, whichever comes first. SEPTA shall be entitled but shall not have the obligation to cash Proposer's Proposal Security check and to invest the proceeds and to retain any income generated thereby and Proposer, by submission of its proposal, consents to SEPTA's retention of any income generated by such Proposal Security.

The Proposal Bond must be issued by a fully qualified surety company acceptable to SEPTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.

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 in the event that the protest is denied.
- 2.6 "Protester" 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 Protester 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 Protester 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 Protester 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 Protester's rebuttal, the Assistant General Manager of Procurement & Supply Chain Management will review the protest and notify the Protester of his/her final

decision.

5.5 Request for Additional Information

Failure of the Protester to comply with a request for information as specified by SEPTA's Assistant General Manager of Procurement & Supply Chain 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 Protester 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 Protester 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 Protester 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
25-00165-APES,
Philadelphia County ADA/SRP Paratransit 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** in interpreting the Project objectives, and the Scope of Services.
- 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. 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 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.

[END OF SECTION]

Southeastern Pennsylvania Transportation Authority

Part II

Contract

for

25-00165-APES

Philadelphia County ADA/SRP Paratransit Services

**Contract for
25-00165-APES, Philadelphia County ADA/SRP Paratransit Services**

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**Contract for 25-00165-APES,
Philadelphia County ADA/SRP Paratransit 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 25-00165-APES, Philadelphia County ADA/SRP Paratransit 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 15 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 15, 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.

Attachment 14 is Lease Agreement for Paratransit Vehicles and is a binding agreement for the responsible use of items purchased by SEPTA specifically for this project use and must be maintained by contractor throughout the term of the contract and returned in good working order when required.

Attachment 15 Documents Relevant to Paratransit Services items include current information and guidelines for this project and are valuable information to rely on for a successful project. Information is captured from a moment in time and must be recognized as such. Policy, Procedure, or Manual Items in this attachment may be updated throughout the contract period as needed.

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 15.

4. Time of Performance

- a. Contractor/Consultant shall perform all the services required under the Contract within a total of 5 years from the effective date stated in SEPTA's written Notice to Proceed.
- b. Contractor/Consultant shall commence performance promptly upon the effective date stated in SEPTA's Notice to Proceed. Time is of the essence in the performance of services under the Contract.
- c. Contractor/Consultant understands and agrees that any costs incurred prior to the effective date stated in a Notice to Proceed are not allowable costs and Contractor/Consultant will not be reimbursed by SEPTA for any such costs.
- d. Contractor/Consultant shall meet all other time limits set forth in Attachments 1 through 15.

5. Data Available to Contractor/Consultant

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

6. Personnel To Be Used in Providing Services

a. Responsibility for Personnel

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

b. Only Certain Employees to Perform Services

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

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

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

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

c. Only Professionally Qualified Employees to Perform Services

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

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

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

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

8. Total Contract Price

Contractor/Consultant agrees to complete performance of all services required by the Contract documents at a total cost to SEPTA not to exceed

_____ Dollars
(\$ _____) which shall be in accordance with pricing submitted in

attachment #3 "Price Proposal" or Best & Final Offer (BAFO), if applicable. Said total cost to SEPTA hereinafter referred to as "Total Contract Price."

9. Method of Payment

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

10. Audit and Inspection of Books and Records

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

Contractor/Consultant shall require its subcontractor/subconsultants to keep written records in reasonable detail of all services performed by them for Contractor/Consultant under the Contract and to maintain all books, data, information, and records in a form that will support the invoice billed to Contractor/Consultant. Contractor/Consultant shall further require that all written records, reports, work sheets, data, and information prepared, generated, or

obtained in connection with such subcontractor's/subconsultant's performance of services for Contractor/Consultant shall be made available during the term of the Contract and for a period of five (5) years thereafter to SEPTA, together with all books and other data or information, in whatever form contained, relating to such subcontractor's/subconsultant's performance for Contractor/Consultant.

11. Overpayments

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

12. All Information and Findings to Remain Confidential

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

13. Data to Become Property of SEPTA

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

14. Interest of Contractor/Consultant

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

15. Assignment of Rights, Delegation of Duties Restricted

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

16. Subcontracting

a. Subcontracting Restricted

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

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

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

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

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

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

19. Infringement of Patents, Trademarks and Copyrights

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

20. Covenant Against Contingent Fees

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

21. Termination for Convenience of SEPTA

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

Such costs will include contract work performed up to the date of termination; any actual costs associated with termination for convenience, as agreed to by SEPTA; and profit on Work performed up to the time of termination. However, the agreed amount may not exceed

the Contract Sum. Furthermore, SEPTA will not pay any anticipatory profits and/or consequential damages claimed by the Contractor/Consultant 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.

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

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

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

23. Indemnification

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

including employees of SEPTA, Contractor/Consultant, which may be sustained either during the term of the Contract, or upon or after completion of the Project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

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

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

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

24. Insurance

The Contractor 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 reference **RFP 25-00165-APES, Philadelphia County ADA/SRP Paratransit 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 INSURED REQUIREMENTS

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

ADDITIONAL INSURED LANGUAGE:

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

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

Workers' Compensation must provide a waiver of subrogation.

Each policy shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance available to the additional insured.

SEPTA must be the certificate holder on all applicable liability coverage with respect to this project and it should be noted on the insurance certificate and policies.

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

D. CONTRACTUAL LIABILITY (HOLD HARMLESS) COVERAGE

Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract and the Indemnification Agreement. Certificate or policy will state that the coverage applies to the Contract described as: **25-00165-APES, Philadelphia County ADA/SRP Paratransit 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 AND MINIMUM COVERAGES 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 \$5 Million per occurrence and \$10 Million Annual aggregate.

a. Minimum Limits of Liability

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

b. Products Completed Operations

This insurance must be maintained for at least 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

\$5 Million combined Single Limit (Bodily Injury and Property Damage) per occurrence and not less than \$5 Million Annual aggregate.

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 and/or disease. Must include a Waiver of Subrogation where permitted by state law, naming Southeastern Pennsylvania Transportation Authority (SEPTA).

4. **EMPLOYMENT PRACTICES LIABILITY COVERAGE**

Coverage for wrongful acts of discrimination based on race, religion, sex, sexual orientation, sexual harassment, age, physical or mental handicap. Coverage should also be included for third party claims.

\$1 Million Limit each claim and annual aggregate

5. **PHYSICAL DAMAGE COVERAGE (on automobile or property)**

Not more than \$1,000.00 Comprehensive Deductible on each vehicle. (on Automobile or Property). Not more than \$1,000.00 Collision Deductible on each vehicle.

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 Mgt.
 Procurement & Supply Chain Management Dept.
 Southeastern Pennsylvania Transportation Authority
 1234 Market Street, 11th Floor, Philadelphia, PA 19107-3780

To Contractor/Consultant: _____

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

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

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

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

29. Waiver of Breach of Contract

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

30. SEPTA Equal Employment Opportunity/Affirmative Action Contractual Requirements

Contractor/Consultant covenants and agrees to abide by all stipulations attached hereto and made a part hereof as Attachment 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 of Procurement, or his/her authorized representative, shall be the final determination of SEPTA.

b. Performance During Disputes

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

32. Third Party Contract Rights

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

33. Prohibited Interest

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

34. Integration

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

35. Severability

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

36. Disadvantaged Business Enterprise (DBE) Requirements

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

37. Joint and Several Liability

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

38. Warranties

- 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. 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

The Contractor/Consultant shall furnish and maintain properly executed yearly renewable Performance Bonds or an Irrevocable Letter of Credit written by a good and sufficient surety and in a form acceptable to SEPTA, in the amount of fifty percent (50%) of the Annual Contract Sum. If any surety shall become insolvent or bankrupt in a technical or equitable sense, or otherwise become unqualified to underwrite these bonds for fifty percent (50%) of the Annual Contract Sum, or the Contract Sum is adjusted so as to exceed the penalties of such bonds, SEPTA may require, on ten (10) calendar days written notice, the Contractor/Consultant to furnish new or additional bonds from the same or different sureties so as to be fully secured at all times for fifty percent (50%) of the Annual Contract Sum.

The Performance Bonds must be issued by a fully qualified surety company acceptable to SEPTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.

40. Liquidated Damages—see Scope of Services

Time is of the essence in the completion of the Work of the Contract. Unless the Completion Date is extended as otherwise provided for in the Contract Documents, liquidated damages

in the amount of (see SOS) dollars per day (hereinafter called "Liquidated Damages") shall be assessed for each and every Calendar Day, or portion thereof, beyond the Completion Date that the Work is not completed to SEPTA's satisfaction.

Such Liquidated Damages may, at SEPTA's election be retained by SEPTA from monies to become due to the Contractor/Consultant and, if none, Contractor/Consultant agrees to pay to SEPTA such sums as have been determined not as penalty, but as a bona fide attempt to establish an agreed measure of damages which SEPTA will suffer as a result of delays in the completion of the Work beyond the Completion Date. This provision shall be in addition to any other rights or remedies SEPTA may have in law or equity.

Liquidated Damages will be assessed and collected from invoiced payments due Contractor/Consultant during same time period for the following non-compliant events:

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

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

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

46. City and Minimum Wage and Benefits

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

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

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

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

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

Covered telecommunications equipment or services means—

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

Critical technology means—

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

Export Control Reform Act of 2018 ([50 U.S.C. 4817](#)).

Interconnection arrangements 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 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.

[END OF PAGE]

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

ATTEST:	SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
CAROL R. LOOBY SECRETARY TO THE BOARD	SCOTT A. SAUER GENERAL MANAGER
<u>Contractor ATTEST:</u>	<u>CONTRACTOR/CONSULTANT</u>
(SECRETARY)	BY: PRESIDENT OR VICE-PRESIDENT
(Print name above)	(Print name above)

APPROVED AS TO FORM:

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

Attachment 1

Technical Proposal

For

**25-00165-APES,
Philadelphia County ADA/SRP Paratransit Services**

Insert

*(Technical Proposal to be inserted here
by SEPTA
at time of Award)*

Attachment 2

Scope of Services

For

**25-00165-APES,
Philadelphia County ADA/SRP Paratransit Services**

Insert

*(Scope of Services,
as modified during the open solicitation period
to be inserted here
by SEPTA
at time of Award)*

Attachment 3

Price Proposal

For

**25-00165-APES,
Philadelphia County ADA/SRP Paratransit Services**

Insert

(Awardee's Price Proposal/BAFO
to be inserted here
by SEPTA
at time of award)

PRICE PROPOSAL: PH 3, RFP 25-00165-APES, ADA/SRP Paratransit Svcs., Philadelphia County, PA

<i>Company Name:</i>						
<u>Start Up Costs</u>	Year 1	Year 2	Year 3	Year 4	Year 5	5 Yr Total
Summary						
Other						
Startup Total:						
<u>Labor</u>						
Drivers						
Maintenance						
Supervision						
Management						
Administration						
Cleaners						
Fringe Benefits						
Other Employee Costs						
Shared Services						
HR & Labor Relations						
Other Expenses						
Labor Total:						
<u>Material & Supplies</u>						
Oil & Lube						
Tires & Tubes						
Vehicle Maint. Parts						
Material & Supplies						
Outside Maintenance Repairs						
Other Costs						
Materials & Supplies Total:						
<u>Fuel</u>						
Gasoline						
Fuel Total (C):						
<u>Facilities Costs</u>						
Utilities						
Lease						
Depreciation						
Other Costs						
Facilities Total:						
Bond, Casualty, Insurance:						
Interest Expenses:						
Payroll/Accounting Dept.:						
Misc Expenses:						
Outside Services:						
Mgt. Fee/Profit:						
TOTAL Cost (A):						
Estimated Revenue Hours (B):	119,916	122,314	124,760	127,256	129,801	624,047
Revenue Hour Rate (A/B):						
Fuel as % of TOTAL Cost (C/A):						
Notes:	Each item must be in dollar amounts, that is, not hourly rates or per unit cost.					
	Evaluation is based upon Total Five Year Cost.					
	"Revenue Hourly Rate" equals "Total Cost" divided by "Estimated Revenue Hours".					
	"Fuel as a Percent of TOTAL Cost" equals "Fuel Total" divided by "TOTAL Cost".					
	All rates must be in accordance with the City of Philadelphia Wage Ordinance.					
PAGE 1 OF 2 (PH 3)	Proposing Company Name:					

PH 3 PRICE PROPOSAL

RFP 25-00165-APES - ADA Paratransit/Shared Ride Services in Philadelphia Co., PA

(this page is to be completed and included with each Price Proposal)

FUEL TAX ATTESTATION

Company Name _____

Check Which Box Applies: ☐ **PA TAX INCLUDED IN FUEL COSTS**

☐ **PA TAX NOT INCLUDED IN FUEL COSTS**

PA Fuel Tax Note: If PA Tax is included in fuel costs, then proposer agrees to submit to SEPTA all of the quarterly fuel receipts for the year and required tax information.

Authorized Signature: _____

Date: _____

PRICE PROPOSAL: PH 7, RFP 25-00165-APES, ADA/SRP Paratransit Svcs., Philadelphia County, PA						
<i>Company Name:</i>						
<u>Start Up Costs</u>	Year 1	Year 2	Year 3	Year 4	Year 5	5 Yr Total
Summary						
Other						
Startup Total:						
<u>Labor</u>						
Drivers						
Maintenance						
Supervision						
Management						
Administration						
Cleaners						
Fringe Benefits						
Other Employee Costs						
Shared Services						
HR & Labor Relations						
Other Expenses						
Labor Total:						
<u>Material & Supplies</u>						
Oil & Lube						
Tires & Tubes						
Vehicle Maint. Parts						
Material & Supplies						
Outside Maintenance Repairs						
Other Costs						
Materials & Supplies Total:						
<u>Fuel</u>						
Gasoline						
Fuel Total (C):						
<u>Facilities Costs</u>						
Utilities						
Lease						
Depreciation						
Other Costs						
Facilities Total:						
Bond, Casualty, Insurance:						
Interest Expenses:						
Payroll/Accounting Dept.:						
Misc Expenses:						
Outside Services:						
Mgt. Fee/Profit:						
TOTAL Cost (A):						
Estimated Revenue Hours (B):	119,674	122,068	124,509	126,999	129,539	622,791
Revenue Hour Rate (A/B):						
Fuel as % of TOTAL Cost (C/A):						
Notes:	Each item must be in dollar amounts, that is, not hourly rates or per unit cost.					
	Evaluation is based upon Total Five Year Cost.					
	"Revenue Hourly Rate" equals "Total Cost" divided by "Estimated Revenue Hours".					
	"Fuel as a Percent of TOTAL Cost" equals "Fuel Total" divided by "TOTAL Cost".					
	All rates must be in accordance with the City of Philadelphia Wage Ordinance.					
PAGE 1 OF 2 (PH 7)	Proposing Company Name:					

PH 7 PRICE PROPOSAL

RFP 25-00165-APES - ADA Paratransit/Shared Ride Services in Philadelphia Co., PA

(this page is to be completed and included with each Price Proposal)

FUEL TAX ATTESTATION

Company Name _____

Check Which Box Applies: ☐ **PA TAX INCLUDED IN FUEL COSTS**

☐ **PA TAX NOT INCLUDED IN FUEL COSTS**

PA Fuel Tax Note: If PA Tax is included in fuel costs, then proposer agrees to submit to SEPTA all of the quarterly fuel receipts for the year and required tax information.

Authorized Signature: _____

Date: _____

Attachment 4

Federal Transit Administration (FTA) Provisions for Contracts

Federal Transit Administration (FTA) Contract Provisions

Section A

Section A Federal Contract Requirements

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

A. APPLICABILITY

This article applies to all federally funded if the purchase order is over \$3,000; contracts; or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B.** The Contractor agrees to comply with the Fly America Act and its regulations. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation

FR-02 Buy America Act (49 U.S.C. §5323(j) and 49 CFR Part 661 et seq.)

A. APPLICABILITY

This article applies to all federally funded rolling stock purchases, construction contracts; and contracts for material and supplies for steel, iron, or manufactured products over \$100,000.

- B.** The Contractor agrees to comply with the Buy America Act and its regulations

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

A. APPLICABILITY

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

- B.** The Contractor agrees: a. to comply with the Cargo Preference Act of 1954 and its regulations. The Contractor agrees to include the requirements of this section in all subcontracts that involve the transport of equipment, material or commodities by ocean vessel.

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

FR-07 Access to Records (49 U.S.C. §5325 et seq., 49 CFR 633.15 – 633)

A. APPLICABILITY

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

- B.** (1) Contractor agrees to provide SEPTA, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2). The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3). The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until SEPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(4). FTA does not require the inclusion of these requirements in subcontracts.

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

A. APPLICABILITY

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

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

lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from contractor tier to tier up to SEPTA.

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

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

A. APPLICABILITY

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

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

(2) **Withholding** - SEPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon

prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, SEPTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

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

A. APPLICABILITY

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

B. (1). Overtime requirements - No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours unless they are compensated in accordance with Federal Labor Standards Act (FLSA) regulations.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – SEPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) **Disputes** - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and SEPTA, the U.S. Department of Labor, or the employees or their representatives.

FR-13 Veterans Employment

A. APPLICABILITY

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

- B.** Contractors working on a federally funded project give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC §2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member any racial or ethnic minority, female, an individual with a disability, or former employee.

FR-14 No Obligation by the Federal Government

A. APPLICABILITY

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

- B.** (1) SEPTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SEPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

A. APPLICABILITY

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

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

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

(2) **DBE Obligation.** SEPTA and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, SEPTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR

Part 26 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. SEPTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts assisted by the Department of Transportation.

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

- B.** The Contractor agrees to follow the requirements as set forth in 37 U.S.C. 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), 49 CFR part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to

State and Local Governments), and 49 CFR part 19 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations with regard to experimental, developmental or research work; rights in data; copyrights; and intangible property.

FR-25 Transit Employee Protective Agreements

A. APPLICABILITY

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

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

FR-26 Texting While Driving and Distracted Driving

A. APPLICABILITY

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

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

FR-27 ADA Access

A. APPLICABILITY

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

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

applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
- (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F and
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
- (11) Any implementing requirements FTA may issue.

FR -28 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

A. APPLICABILITY

This article applies to all purchase orders and contracts

- B.** If the Federal award meets the definition of “funding agreement” under 37 CFR Part 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

EEO/AA Contractual Requirements

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

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

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

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

efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, SEPTA shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.

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Restrictions on Lobbying **(If Contract Sum exceeds \$100,000)**

1. Certification Requirements

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

2. Disclosure Requirements

- a. Each contractor who requests and receives from SEPTA a Federal contract shall file with SEPTA a disclosure form, Standard Form - LLL, "Disclosure of Lobbying Activities," as set forth on pages 41 through 43 of this Contract, if such contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under 49 CFR part 20 if paid for with appropriated funds.
- b. Each contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such contractor under paragraph 2.a. of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) ~~OBJ~~A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. Any person who requests or receives from a contractor referred to in paragraph 2.a. of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

- d. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Contractor referred to in paragraph 2.a. of this section. That contractor shall forward all disclosure forms to SEPTA.

3. Penalties

- a. Any person who makes an expenditure prohibited under 49 CFR part 20 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- b. Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

4. Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any revenues which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, revenues made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

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Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last report previously submitted by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Contracts, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Includes all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

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6/2025

Attachment 5

Certification Regarding Lobbying

Certification Regarding Lobbying

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

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

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

Signature: _____

Company Name: _____

Title: _____

Date: _____

[END OF SECTION]

Attachment 6

Disadvantaged Business Enterprise (DBE) Requirements

REQUEST FOR PROPOSAL WITHOUT DBE GOALS

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

A. DBE CONTRACT GOALS

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

B. DEFINITIONS

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

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

5. **"Small Business Concern" means** a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), that also does not exceed the following size determinations:
 - (a) to be an eligible DBE, a firm (including its affiliates) must be an existing for-profit small business, as defined by Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
 - (b) In addition to the requirements of (a) above, a firm must also meet the annual gross receipts requirements defined in SBA regulations 13 CFR §121.402
6. **"Socially and Economically Disadvantaged Individuals" means** any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
 - (a) Any individual which SEPTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - (b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, 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, 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 supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

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

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

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

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

F. **REPORTING AND RECORDKEEPING REQUIREMENTS**

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

- 1. Upon execution of its SEPTA contract, the Contractor shall enter into 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 ¹	3 TOTAL DBE AGREED PRICE TO BE CREDITED TO DBE GOAL ²
Firm Name:			
Contact:			
Address:			
Tele. No.:			

(Type or Print all information)

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

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

(Type or Print all information)

Name of Proposer: _____ **Tele. No.:** ()

(type or print)

Email: _____

Contact: _____ **Title:** _____

(type or print)

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.

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

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



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

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

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

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

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

Company Official: _____
(type or print)

(signature)

Title: _____
(type or print)

Date: _____



SEPTA

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

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

PROJECT NAME: _____

RFP NO.: _____

1. WORK/SERVICES TO BE PERFORMED BY SUBCONSULTANTS

2. MATERIAL/SUPPLIES TO BE PURCHASED FROM SUPPLIERS

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

(Type or Print all information)

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

Email: _____

Contact:		Title:	
-----------------	--	---------------	--

(type or print)

Signature:		Date:	
-------------------	--	--------------	--

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 *(please type
or print)*

Signature

Date

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

Signature

Date

Attachment 7

SEPTA Solicitation Statistics



SEPTA SOLICITATION STATISTICS

Dear Contractor/Consultant/Subcontractor/Subconsultant:

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

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

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

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

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

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

Annual Gross Receipts of the Firm: (check one)

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

Project Name: _____

Bid Number: _____

Name (Type or Print): _____

Date: _____

Title: _____

Signature: _____

Telephone No.: () _____

Email Address: _____

Facsimile No.: () _____

Rev 092410

Attachment 8

Project Progress and Performance Evaluation Form

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

PERFORMANCE EVALUATION (Other than Architect/Engineer)

(Continuation from previous page)

Consultant:

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

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

Attachment 9

Certification Regarding Compliance With Immigration Reform and Control Act of 1986

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]

Attachment 10

Commonwealth of Pennsylvania Contract Requirements

Commonwealth of Pennsylvania Contract Requirements

DEFINITIONS:

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

SR-1 Nondiscrimination/Sexual Harassment Clause.

A. APPLICABILITY

This article applies to all purchase orders and contracts.

B. The contractor agrees:

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

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

Any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

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

Each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and

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

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

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

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

SR-2 ADA Provision

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination,"

28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by SEPTA through contracts with contractors.

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

SR-3 Contractor Integrity Provisions.

A. APPLICABILITY

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

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

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

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

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

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

“Financial Interest” means either:

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

“Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals,

lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

“Non-bid Basis” means a contract awarded or executed by SEPTA with Contractor without seeking bids or proposals from any other potential 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. Contractor shall immediately notify SEPTA in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse SEPTA for the reasonable costs of investigation incurred by SEPTA's Office of the Inspector General for investigations of the

Contractor's compliance with the terms of this or any other agreement between the Contractor and SEPTA that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

Contractor shall cooperate with the Commonwealth's Office of the Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into 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 provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa.C.S. §303 (Diverse business participation)."

SR-8 Right to Know

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

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

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

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

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

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

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

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

Subgrantee or Contractor may file a legal challenge to any SEPTA decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Subgrantee or Contractor shall indemnify SEPTA for any legal expenses incurred by SEPTA as a result of such a challenge and shall hold SEPTA harmless for

any damages, penalties, costs, detriment or harm that SEPTA may incur as a result of Subgrantee's or Contractor's failure, including any statutory damages assessed against SEPTA, regardless of the outcome of such legal challenge. As between the parties, Subgrantee or Contractor agrees to waive all rights or remedies that may be available to it because of SEPTA's disclosure of Requested Information pursuant to the RTKL.

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

[END OF SECTION]

Attachment 11

SEPTA EEO/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).

Attachment 12

Sample Performance Bond

"SAMPLE" PERFORMANCE BOND

Know all men and women (or persons) by these presents, that _____ as principal (hereinafter called the Contractor) and _____ as Surety (hereinafter called the Surety) are held and firmly bound unto SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY, 1234 MARKET STREET, PHILADELPHIA, PA 19107-3780, as Obligee (hereinafter called SEPTA) in the amount of _____ dollars (\$ _____), for the payment whereof the said Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____ entered into a contract with SEPTA for _____ which contract is hereby referred to and made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall fully indemnify SEPTA against any loss or damage directly suffered through the failure of the Contractor to faithfully perform said contract, at the time(s), and in the manner therein specified, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Provided however, whenever Contractor shall be, and declared by SEPTA to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly;

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Proposer, or, if SEPTA elects, upon determination by SEPTA and/or the Surety of the lowest responsible Proposer, arrange for a contract between such Proposer and SEPTA, and make available as work progresses and continue to make available (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by SEPTA to Contractor under the Contract and any amendments or other entitlements thereto, less the amount properly paid by SEPTA to Contractor.

AND PROVIDED FURTHER, that no action, suit, or proceeding be instituted on this bond after the expiration of two (2) years from the date on which final payment under the Contract falls due.

Signed, Sealed and Dated this ____ day of _____, 20__.

(Contractor)

BY: _____ (SEAL)

(Surety)

BY: _____ (SEAL)

Attachment 13

DBE Resource List (NOT USED)

Attachment 14

Lease Agreement for Paratransit Vehicles

LEASE AGREEMENT BY AND BETWEEN SOUTHEASTERN
PENNSYLVANIA TRANSPORTATION AUTHORITY AND
VENDOR NAME HERE FOR PARATRANSIT VEHICLES

THIS Lease Agreement ("Lease") for paratransit vehicles is made on this ____ day of _____, '20__, by and between the Southeastern Pennsylvania Transportation Authority ("SEPTA"), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10th Floor, Philadelphia, PA 19107-3780, and _____ ("Contractor"), a Corporation organized under the laws of the State of _____ with its principal office located at _____.

WITNESSETH:

WHEREAS, on _____, 20__, SEPTA and Contractor entered into an agreement by which Contractor will provide ADA paratransit services on behalf of SEPTA ("Agreement"); and

WHEREAS, pursuant to the Agreement, SEPTA will lease to Contractor the vehicles (individually "Vehicle", collectively "Vehicles") that are identified in Attachment 15.J., which is attached hereto and incorporated by reference; and

WHEREAS SEPTA and Contractor enter into the Lease under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby covenant and agree as follows:

1. Incorporation Of Recitals and Attachment.

- a. The recitals above are hereby incorporated herein as if set forth in full.
- b. The document identified below is attached to the Lease and is deemed to be a part hereof:

Attachment 15.J: Fleet Roster List of Vehicles.

2. Lease Of Vehicles.

- a. SEPTA hereby leases the Vehicles to Contractor and Contractor hereby leases the Vehicles from SEPTA pursuant to the terms and conditions of the Lease.

- b. SEPTA may add Vehicles to those listed in Attachment 15.J. and may delete Vehicles that are listed in Attachment 15.J.. Vehicles that are added to those listed in Attachment 15.J. shall be subject to the terms and conditions of the Lease. Vehicles that are deleted from those listed in Attachment 15.J. will no longer be subject to the terms and conditions of the Lease once the Vehicles are returned to the possession of SEPTA.

3. Rental.

Contractor shall pay to SEPTA a rental of \$1.00 for the term of the Lease and said rental will cover all Vehicles. SEPTA acknowledges that Contractor paid the rental.

4. Term.

The term of the Lease shall run concurrently with the term of the Agreement and shall terminate upon the termination or expiration, for whatever reason, of the Agreement.

5. Delivery Of Vehicles and Equipment.

SEPTA will deliver the Vehicles and Equipment (defined in § 7 hereof) to a location that Contractor designates. Within three business days after delivery to Contractor, Contractor must inspect the Vehicles and Equipment and give to SEPTA written notice of any defect in a Vehicle and/or Equipment. Unless Contractor gives such written notice to SEPTA within the time set forth in the last sentence, the parties conclusively acknowledge that Contractor accepted without qualification the Vehicles and Equipment delivered three business days before.

6. Maintenance Of Vehicles.

- a. Contractor shall be responsible at its own expense for (i) providing all necessary preventative, corrective and running maintenance to the Vehicles throughout the term of the Agreement and Lease; and (ii) keeping the Vehicles in good working order in accordance with all manufacturer's recommended maintenance practices and procedures, Pennsylvania's state inspection regulations and any requirements that SEPTA imposes. All repairs, parts, mechanisms, and devices furnished or affixed to the Vehicles become the property of SEPTA.
- b. Contractor may not delegate to any other person, firm, or corporation its duty and responsibility to repair, clean and maintain the Vehicles and rebuild and replace components of the Vehicles except with the

written prior approval of SEPTA.

- c. Contractor at its own expense shall provide all fuel, lubricants, tires, parts, and components required for the safe operation of the Vehicles.
- d. Contractor shall become SEPTA's designated warranty agent for all Vehicles. Contractor shall be responsible for ensuring that the manufacturers of the Vehicles and components thereof provide all work and parts that are covered under pertinent warranties. Following the expiration of a warranty period, Contractor will comply with the service and maintenance guidelines that the Vehicle's manufacturers recommend or require.
- e. The Vehicles shall remain configured exactly as delivered to Contractor. All parts and materials used for repair of Vehicles shall meet or exceed manufacturer's original specifications. All fuels, lubricants and fluids shall meet or exceed the manufacturer's recommendations.
- f. SEPTA reserves the right to take custody of a Vehicle from the Contractor in order to perform necessary repairs thereon that Contractor did not perform in accordance with the Lease. SEPTA shall deduct from payments due to Contractor under the Agreement the costs that SEPTA incurred for such repairs. Removing a Vehicle from Contractor for the performance of repairs will not relieve Contractor from the possible assessment of liquidated damages under the Lease or Agreement.
- g. Contractor shall verify to SEPTA, within seven days of the receipt of a written request from SEPTA, that all Vehicles have been maintained properly.

7. Equipment.

- a. SEPTA will install at its own expense on each Vehicle a Mobile Android Tablet, two-way radio and other components and equipment (individually and collectively, "Equipment").
- b. SEPTA will maintain the Equipment at SEPTA's own expense during the term of the Lease. Contractor will provide reasonable access to SEPTA in order for SEPTA to perform maintenance on the Equipment. SEPTA is not liable for loss, theft, or damage to the Equipment.

8. Return Of Vehicles.

Upon the termination of the Lease for any reason Contractor shall return to SEPTA the Vehicles and Equipment in good working order.

9. Risk of Loss.

Upon Contractor's taking of possession of a Vehicle and Equipment, risk of loss for the Vehicle and its Equipment shifts to Contractor.

10. Loss, Theft and Damage.

- a. Contractor shall promptly notify SEPTA of the loss of theft of, destruction of or damage to a Vehicle while the Vehicle is in the possession of Contractor. In the event of the loss of, theft of or damage to a Vehicle, Contractor shall at SEPTA's option (i) pay to SEPTA the costs that SEPTA incurs to return the Vehicle to a state of good repair, condition and working order; or (ii) if SEPTA determines that the Vehicle is lost, destroyed or damaged beyond repair, pay to SEPTA the loss value of the Vehicle, as determined by SEPTA, within 30 days of receipt of written notice from SEPTA of the determination.
- b. Contractor shall promptly notify SEPTA of the loss of theft of, destruction of or damage to Equipment while the Equipment is in the possession of Contractor. In the event of the loss of, theft of or damage to Equipment, Contractor shall at SEPTA's option (i) pay to SEPTA the costs that SEPTA incurs to return the Equipment to a state of good repair, condition and working order; or (ii) if SEPTA determines that the Equipment is lost, destroyed or damaged beyond repair, pay to SEPTA the loss value of the Equipment, as determined by SEPTA, within 30 days of receipt of written notice from SEPTA of the determination.
- c. "Loss value" of a Vehicle and/or Equipment means the fair market value thereof immediately before the loss, theft, destruction, or damage thereto.

11. Insurance.

Contractor shall maintain insurance for all Vehicles in accordance with the terms of the Agreement.

12. Release.

Contractor, intending to be legally bound, hereby remises, releases and forever quit claims and discharges SEPTA including, but not limited to, its Board members, employees, servants, officers, agents, workers, contractors, subcontractors, consultants, licensees, invitees, successors and assigns, even if SEPTA is negligent in whole or in part, from and against any and all claims, losses, demands, damages, suits, liabilities, consequential damages (including lost profit and lost revenue), charges,

penalties, fines, settlement payments or expenses (including, but not limited to, the fees and costs incurred for attorneys and other professionals), whether known or unknown, accrued or unaccrued, or suspected or unsuspected, relating to, in connection with, or arising out of bodily injury, sickness, disease or death, loss of income, loss of property, loss of use of property, or damage to or destruction of property (including property of third parties) arising from the Lease and/or Contractor's operation, maintenance, repair, or use of the Vehicles.

13. Indemnification.

In addition to all obligations of indemnification specified in the Agreement, Contractor will fully release and defend, indemnify and hold harmless SEPTA including, but not limited to, its Board members, employees, servants, officers, agents, workers, contractors, subcontractors, consultants, licensees, invitees, successors and assigns, even if SEPTA is negligent in whole or in part, from and against any and all claims, demands, actions, suits, losses, costs, damages, liabilities, including, but not limited to, 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 but not limited to negligence, that may be committed by or asserted against SEPTA and/or any or all of the aforementioned by reason of any accident, loss or damage to property or injury to any person or persons including, but not limited to, employees of SEPTA and Contractor that may occur either before or during the term of the Lease, or upon or after its completion, arising from the Lease and/or Contractor's operation, maintenance, repairs or use of the Vehicles, its officers, subcontractors of any tier and/or their agents, servants, workers or employees or any other persons working on their behalf, whether brought directly by any person or by anyone claiming under or through them including, but not limited to, subrogees, personal representatives, heirs, dependents or estates.

Contractor also will itself and on behalf of its employees, Board members, officers, agents, servants, contractors, licensees and invitees release, indemnify, defend, and hold harmless SEPTA, even if SEPTA is negligent in whole or in part, for any claims made by an employee, Board member, officer, agent, worker, subcontractor or servant of Contractor, including claims for compensation or benefits payable to any extent by or for Contractor under workers' or similar compensation acts or other employee benefit acts, and Contractor expressly waives its statutory protection under § 303(b), as amended, of Pennsylvania's Workers' Compensation Act, 77 P.S. § 481(b).

Contractor shall be expressly liable for any and all injuries (including death) to person's including, but not limited to, SEPTA's employees, Contractor's employees, or damage to property of whatever kind or

nature, resulting directly or indirectly, by reason of any act or omission on the part of SEPTA, its Board members, officers, agents, indemnities, servants and/or employees, the Contractor, including its employees, agents contractors, licensees and invitees in connection with its performance under the Lease.

14. No Modification.

The parties hereto intend that this writing be the final expression of their agreement and the complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of the Lease. No representations, understandings or agreements have been made or relied upon in the making of the Lease other than those specifically set forth herein. The Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

15. Assignment Of Rights; Delegation of Duties.

- a. Contractor shall not sell, assign, transfer, or dispose of any interest in the Lease without the prior written consent of SEPTA. SEPTA shall not be obligated to give such consent.
- b. Contractor shall not delegate any duty to be performed under the Lease without prior written consent of SEPTA.
- c. Any attempt by Contractor to make any assignment transfer or delegation without SEPTA's prior written consent shall give SEPTA the right to terminate the Lease with no further obligation to Contractor or anyone to whom Contractor has attempted to assign, transfer, or delegate rights or obligation under the Lease.

16. Performance During Disputes.

Unless otherwise directed in writing by SEPTA, Contractor will continue performance under the Lease while matters in dispute are being resolved.

17. Compliance With Federal, State and Local Laws.

Contractor shall comply at its sole cost and expense with all applicable laws, ordinances, and regulations of federal, state, and local governments.

18. Notices.

Any notice, payment, demand, approval, or consent given or required to be given under the Lease shall be in writing and shall be deemed to have been given if sent or hand delivered to the addressee set forth below.

If to SEPTA: AGM, Business Services Division
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor Philadelphia, PA 19107-3780

with copy to: Director -Service Operations,
Customized Community Transportation Department,
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 4th Floor, Philadelphia, PA 19107-3780

If to Contractor: _____

19. Governing Law, Forum Selection, And Consent to Jurisdiction.

All matters or claims arising out of, related to, or in connection with the Lease 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 Lease or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and *forum non conveniens*, including but not limited to any choices that Contractor may have under any such rules or law. Contractor hereby expressly consents to the jurisdiction of the state and federal courts that are located in the City of Philadelphia and hereby expressly and irrevocably waives any objection that Contractor may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in the City of Philadelphia and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over Contractor. Contractor represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Contractor. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive

in nature, thereby precluding the possibility by Contractor of litigation or trial in any other jurisdiction, court, or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

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

ATTEST:

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY

CAROL R. LOOBY
SECRETARY TO THE BOARD

SCOTT A. SAUER
GENERAL MANAGER

ATTEST:

(SECRETARY)

BY: _____
PRESIDENT OR VICE PRESIDENT

(insert Company Name above)

(Please type name)

(please type/print signatory's name above)

APPROVED AS TO FORM:

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

Attachment 15

Documents Relevant to Paratransit Services

Attachment 15 Documents Relevant to Paratransit Services

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15A. TARIFFS

TARIFF No. 146 and TARIFF No. 229 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

CUSTOMIZED COMMUNITY TRANSPORTATION

CCT CONNECT SERVICE

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

CUSTOMIZED COMMUNITY TRANSPORTATION

CCT CONNECT SERVICE

TARIFF NO. 146

SUPPLEMENT NO. 20

REGULATIONS

GOVERNING THE FURNISHING OF
PASSENGER TRANSPORTATION ON
DEMAND-RESPONSIVE SERVICE:

SHARED-RIDE PROGRAM (SRP)

ISSUED: March 15, 2023

APPROVED: June 22, 2023

AMENDED:

EFFECTIVE: July 1, 2023*

ISSUED BY:

Leslie S. Richards
General Manager/CEO
1234 Market Street
Philadelphia, Pennsylvania 19107-3780

*SEPTA may from time to time, delay the implementation of any Board Approved Tariff change beyond the "EFFECTIVE DATE".

CHANGES MADE BY THIS TARIFF

- 1) Included reference to the new subsidy contribution provided by the Philadelphia Corporation for Aging in section B-1.
- 2) The “Shared Ride general public fare” for an individual one-way trip is increased to SEVENTY-FIVE DOLLARS (\$75.00) From TWENTY-EIGHT DOLLARS AND THIRTY-THREE CENTS (\$28.33).
- 3) The “Shared Ride general public fare” for a one-way group trip is increased to SIXTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$68.35) from TWENTY-SIX DOLLARS (\$26.00).

(A) DEFINITIONS

- 1) **Paratransit** – demand-responsive, ride-shared public transportation distinct from fixed guideway, regular fixed-route bus service, charter service and taxicab service, operating over the highway and street system. SEPTA Customized Community Transportation paratransit program--CCT CONNECT--is a coordinated, ride-shared, advance reservation service targeted at the transportation disabled and senior citizen market and operating on an unconstrained route and purpose basis.
- 2) **Shared-Ride Program** - ride-shared demand-responsive service for senior citizens funded by the Pennsylvania Lottery and managed by a County Coordinator under an agreement with the Pennsylvania Department of Transportation and Pennsylvania Act 36 of 1991.
- 3) **Ride-sharing (or shared-ride) service** - coordinated or co-mingled demand-responsive service; public paratransit service in which passengers with different origins and/or destinations share the same vehicle, as opposed to exclusive-ride taxicab service.
- 4) **Escort** - a person who rides at the request of the eligible patron in order to support his/her access to the system.

(B) SHARED-RIDE FARES - SENIOR CITIZENS

- 1) A FOUR DOLLARS AND TWENTY-FIVE CENTS (\$4.25) cash fare entitles a registered senior citizen (age 65 years or more) to a one-way trip from any point of origin to any point of destination within the service area. This fare is subject to the conditions of and dependent upon funding provided by the Pennsylvania Department of Transportation under Act 36 of 1991 (Shared-Ride Program) and additional subsidy provided by the Philadelphia Corporation for Aging. In the event that this funding is reduced or eliminated, the senior citizen fare provided in this tariff shall be proportionally increased or the program eliminated.
- 2) A THREE DOLLAR AND NINETY CENT (\$3.90) fare, each, entitles a group of three or more properly identified senior citizens to a one-way trip from any point of origin to any point of destination within the service area.
- 3) One (1) escort may accompany an eligible senior citizen or group from the same origin to the same destination at the same reduced fare as the eligible senior citizen FOUR DOLLARS AND TWENTY-FIVE (\$4.25) when accompanying an individual rider, or THREE DOLLARS AND NINETY CENTS (\$3.90) when accompanying a group of three or more.
- 4) Qualified senior citizen passengers must display a valid SEPTA CCT Shared-Ride Program Identification Card (upon implementation of SEPTA Key, passengers will be required to use a SEPTA Key CCT Card) in order to be eligible for the senior citizen fare. Identification cards may be used only by the person to whom issued and must be kept in

possession of the senior citizen passenger during the entire trip. Upon request, the identification card holder must identify himself or herself to the satisfaction of the driver. When boarding and exiting, the passenger or his/her designate may be required to pass the identification card through a reading device where vehicle equipment is operable to do so.

- 5) Upon the implementation of SEPTA Key on CCT, changes will be made to the method of payment and passengers will be required to use a SEPTA Key CCT Card. If Travel Wallet funds are not preloaded on a SEPTA Key CCT Card, a cash payment is required.
 - a) SEPTA Key CCT Cards are subject to the same SEPTA Key Card fees found in Tariff No. 1 for lost, stolen or damaged cards.
 - b) Key Card fares for companions (escorts) can be paid by the eligible individual through their Key Card Wallet or the companion (escort) can pay with cash.

(C) SHARED-RIDE FARES – GENERAL PUBLIC

- 1) A SEVENTY-FIVE DOLLARS (\$75.00) cash fare entitles a rider to a one-way trip from any point of origin to any point of destination within the service area. The cash fare is collected by the vehicle operator.
- 2) A SIXTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$68.35) cash fare entitles a person riding as part of a group of three or more riders to a one-way trip from any point of origin to any point of destination within the service area. The cash fare is collected by the vehicle operator.

(D) SERVICE AREA

Philadelphia County Shared-Ride Program

SEPTA CCT CONNECT Shared-Ride Program service will be provided on a ride-shared, advance-reservation basis anywhere within the city limits of Philadelphia and extending outward three miles into designated portions of Bucks, Delaware and Montgomery Counties, as described below and more particularly described in the appended map.

- a) BUCKS COUNTY: The service area includes portions of the Townships of Bensalem, Bristol, Lower Southampton, Northampton, and Upper Southampton.
- b) DELAWARE COUNTY: The service area includes portions of the Townships of Darby, Springfield, Tinicum, and Upper Darby.
- c) MONTGOMERY COUNTY: The service area includes portions of the Townships of Abington, Cheltenham, Lower Merion, Lower Moreland,

Plymouth, Springfield, Upper Moreland, and Whitemarsh.1) Whenever any street forms the boundary of the service area, both sides of the street, and the facilities which open directly on said street, shall be considered to be within the service area.

- 2) Service will continue to be provided only to Philadelphia Shared-Ride Program CCT CONNECT registrants, for travel either beginning or ending in Philadelphia County. Travel entirely within Bucks, Montgomery or Delaware Counties will be provided by the Shared-Ride Program Coordinators for those counties.
- 3) Agency-purchased service will be provided as arranged anywhere within Bucks, Chester, Delaware, Montgomery and Philadelphia counties. The origin and destination of agency-purchased service must be within the SRP service area and begin or end in Philadelphia County.

(E) TRANSFERS

No additional charge will be made for trips requiring a change enroute to another SEPTA CCT CONNECT vehicle.

(F) CONDITIONS OF SERVICE

Shared-Ride Program service is provided as non-exclusive, ride-shared service on an advance-reservation basis. No emergency or same-day service is provided. All requests are accommodated on a first-come, first-served and space-available basis.

(G) AGREEMENTS FOR SHARED-RIDE PROGRAM SERVICE TO CLIENTS OF SOCIAL SERVICE AGENCIES

The terms of any agreement with a social service agency for the provision of Shared-Ride Program service to the general public are referenced under (C) above.

(H) SHARED-RIDE PROGRAM TERMINATION

The fare for senior citizens, escorts of senior citizens, Philadelphia Corporation for Aging attendant required trips and group trips shall be null and void if SEPTA's contract with the Pennsylvania Department of Transportation as Pennsylvania Shared-Ride Program Philadelphia County Coordinator is terminated.

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

CUSTOMIZED COMMUNITY TRANSPORTATION

CCT CONNECT SERVICE

TARIFF NO. 229

SUPPLEMENT NO. 13

LOCAL RATES OF FARE AND REGULATIONS

GOVERNING THE FURNISHING OF

PASSENGER TRANSPORTATION ON

DEMAND-RESPONSIVE SERVICE:

ADA COMPLEMENTARY PARATRANSIT PROGRAM

ISSUED: April 15, 2022

APPROVED: June 23, 2022

AMENDED:

EFFECTIVE: July 1, 2022*

ISSUED BY:

Leslie S. Richards
General Manager/CEO
1234 Market Street
Philadelphia, Pennsylvania 19107-3780

*SEPTA may from time to time, delay the implementation of any Board Approved Tariff change beyond the "EFFECTIVE DATE".

CHANGES MADE BY THIS TARIFF

- 1) Upon the implementation of SEPTA Key on CCT, changes will be made to the method of payment and passengers will be required to use a SEPTA Key CCT Card. If Travel Wallet funds are not preloaded on a SEPTA Key CCT Card, a cash payment is required.
- 2) SEPTA Key CCT Cards are subject to the same SEPTA Key Card fees found in Tariff No. 1 for lost, stolen or damaged cards.
- 3) Key Card fares for companions (escorts) can be paid by the eligible individual through their Key Card Wallet or the companion (escort) can pay with cash.

(A) DEFINITIONS

- 1) **ADA** - Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213).
- 2) **ADA Complementary Paratransit** – demand-responsive, ride-shared transportation provided to persons with disabilities by transit agencies under the terms and conditions of U.S. Department of Transportation and U.S. Department of Justice regulations.
- 3) **Non-ADA Complementary Service** - demand-responsive, ride-shared transportation provided to persons with disabilities by transit agencies. This service is not regulated by the terms and conditions of the ADA.
- 4) **Paratransit** – demand-responsive, ride-shared public transportation operating over the highway and street system and distinct from fixed guideway, regular fixed-route bus service, charter service and taxicab service. SEPTA Customized Community Transportation CCT CONNECT is a coordinated, ride-shared, advance reservation service targeted at the transportation disabled and senior citizen market which operates on an unconstrained route and purpose basis.
- 5) **Personal Care Attendant (“PCA”)** - an individual who must accompany a disabled person in order to provide personal care and assistance in life activities or travel. It is required that a PCA be registered in advance with SEPTA’s ADA Complementary Paratransit service.
- 6) **Regular fixed route bus and/or light rail routes:** All service on fixed-route bus and light rail routes except commuter, express, shuttle, closed-door, or limited-hour service.
- 7) **Ride-sharing (or shared-ride) service:** coordinated or co-mingled demand-responsive service; public paratransit service in which passengers with different origins and/or destinations share the same vehicle, as opposed to exclusive-ride taxicab service.
- 8) **Shared-Ride Program** - ride-shared, non-emergency public paratransit service for senior citizens, by advance reservation, funded by the Pennsylvania Lottery Fund and managed by a County Coordinator under an agreement with the Pennsylvania Department of Transportation and Pennsylvania Act 36 of 1991. (Provision of this service in Philadelphia County by SEPTA is governed by SEPTA Tariff 146.)
- 9) **Closed-door service** - vehicle operation to and from a specific location where the door remains closed and no pickups or drop-offs are made in the intervening area.

(B) FARES

- 1) A FOUR DOLLARS AND TWENTY-FIVE CENTS (\$4.25) cash base fare or ONE VALID SEPTA TOKEN PLUS ONE DOLLAR AND SEVENTY-FIVE CENTS (\$1.75), or a valid WEEKLY or MONTHLY ZONE 2 TRAILPASS entitles an ADA Complementary Paratransit-eligible and properly identified individual to a one-way trip from any point of origin to any point of destination within the service area. Fares are paid to the vehicle operator upon boarding.
 - a) A SEVENTY-FIVE CENTS (\$0.75) inter-county charge applies to a trip traveling more than three miles into an adjacent county.
 - b) A SEVENTY-FIVE CENTS (\$0.75) zone charge may apply for distances beyond 10 miles for trips beginning or ending in suburban counties. The charge is rounded up to the nearest 10 miles.
 - c) The SEVENTY-FIVE CENTS (\$0.75) charge will only be applied once per trip and the maximum cost for a single trip will not exceed FIVE DOLLARS (\$5.00).
- 2) Upon implementation of the SEPTA Key CCT Card, changes to the method of payment of fares will take place as follows:
 - a) Tokens will no longer be accepted for payment of fares. SEPTA will provide 60-day notice prior to elimination.
 - b) Weekly and Monthly Zone 2 TrailPass magnetic swipe cards will be replaced by the SEPTA Key CCT Card with an attached valid Weekly/Monthly Zone 2 TrailPass, upon 60-day notice. The Weekly and Monthly Zone 2 TrailPass will be accepted for fare payment as described above in Section (B-1). Additional fees may be paid in cash or with funds from the SEPTA Key CCT Card's Travel Wallet. See Tariff 154 for a description of a Weekly and Monthly TrailPass.
 - c) SEPTA Key CCT Cards are subject to the same SEPTA Key Card fees found in Tariff No. 1 for lost, stolen or damaged cards
- 3) All eligible individuals must present a valid ADA Complementary Paratransit Identification Card to the vehicle operator with payment of fare. Upon request, the identification card holder must identify himself or herself to the satisfaction of the vehicle driver. Identification cards may be used only by the person to whom issued and must be kept in the possession of the passenger during the entire trip. Upon boarding and exiting, the passenger or his/her designate may be required to pass the identification card through a reading device where vehicle equipment is operable to do so.

Upon implementation of SEPTA Key CCT Card, all eligible individuals must present a valid SEPTA Key CCT Photo ID Card with a Travel Wallet or valid pass product attached for payment of the fare. If Travel Wallet funds are not preloaded on a SEPTA Key CCT Card, a cash payment is required. This will replace the ADA Complementary Paratransit Identification Card.

- 4) One (1) Companion may, by advance reservation, accompany an eligible individual on ADA Complementary Paratransit from the same point of origin to the same point of destination at the same fare as the eligible patron. Additional companions may be transported at the same fare as the eligible patron, provided space is available for them on the vehicle and that transportation of the additional individuals will not result in a denial of service to ADA Complementary Paratransit-eligible individuals. All companions shall have the same origin and destination as the eligible individual.
 - a) Key Card fares for companions (escorts) can be paid by the eligible individual through their Key Card Wallet or the companion (escort) can pay with cash.
- 5) One (1) Personal Care Attendant (PCA), the need for whom must be identified in the ADA Complementary Paratransit registration process as necessary to accompany the disabled rider from the same point of origin to the same point of destination, may ride free on all SEPTA vehicles. The Disabled Passenger must present a valid PCA registration card and the Attendant must be in the company of the disabled passenger to be allowed to ride free of charge. Should this card be presented (for free travel) without the presence of a disabled passenger, the PCA registration card will not be honored and a full fare will be requested.

(C) SERVICE AREA

ADA Complementary ParaTransit Service

- 1) SEPTA ADA Complementary Paratransit service will be provided on a ride-shared, advance-reservation basis anywhere within the city limits of Philadelphia. In accordance with USDOT ADA regulations, service will be provided to origins and destinations within $\frac{3}{4}$ mi. corridors on both sides of regular SEPTA fixed route bus and light rail routes, and within a $\frac{3}{4}$ mi. radius from the end point of the route to the parallel sides of the corridor within Bucks, Chester, Delaware and Montgomery Counties.
- 2) At the discretion of the Authority, SEPTA may provide non ADA paratransit service to/from agencies within one and three-fourths (1.75) mile of a regular fixed route bus by contract as noted in Section (H).
- 3) Whenever any street forms the boundary of the service area, both sides of the street, and the facilities which open directly on said street, shall be considered to be within the service area. Within the Pottstown Area Rapid Transit (PART) operating area, and in between operating areas designated above, SEPTA service is provided on a closed-door basis only. SEPTA provides service in PART operating area only during hours PART is not operating.

- 4) Agency-purchased service will be provided as arranged within Bucks, Chester, Delaware, Montgomery, and Philadelphia counties, subject to the conditions of agreement, as outlined below in Section (H).

(D) TRANSFERS/FEEDER SERVICE

- 1) Other than the fares described herein, no charge will be made for ADA Complementary Paratransit trips requiring change(s) to other SEPTA CCT CONNECT vehicle(s) enroute.
- 2) The ADA Complementary Paratransit fare will be waived for SEPTA ADA Complementary Paratransit service provided as feeder service to or from SEPTA's regular fixed route transportation for a registered ADA Complementary Paratransit rider and, if any, the accompanying Personal Care Attendant and/or companion(s).

(E) CHILDREN

No special reduced rates of fares are made for children. Children may be considered among the non-eligible companions to an ADA Complementary Paratransit-eligible rider, or if ADA Complementary Paratransit-eligible, shall pay the regular per trip revenue.

(F) CONDITIONS OF SERVICE

- 1) SEPTA ADA Complementary Paratransit service is provided as non-exclusive, ride-shared service. All trip requests are accommodated *in the order received, with unrestricted trip purpose and frequency, and with unprioritized disability, trip purpose, origin or destination.*
- 2) No same-day or emergency service shall be provided.
- 3) The purpose of this program is to provide for the transportation needs of persons with disabilities who are functionally unable to use and/or access SEPTA's fixed-route transportation (regular bus) system.
- 4) Passenger requests for service must include the passenger's name, origin and destination, travel times, Paratransit Identification Number and appropriate information necessary to schedule the trip.

(G) FREE TRANSPORTATION

The following persons will be carried on SEPTA's ADA Complementary Paratransit service at no charge:

SEPTA employees, or SEPTA retirees who are ADA Complementary Paratransit eligible, presenting SEPTA Key CCT Card.

(H) AGREEMENTS FOR SERVICE TO CLIENTS OF SOCIAL SERVICE AGENCIES

The terms of any agreement with a social service agency for the provision of paratransit service to its clients shall be negotiated or bid by SEPTA so as to recover all incremental costs for such service, and shall not be restricted by the base fare or any other individual fare or charge (or exemption from fare or charge) expressed for individuals elsewhere in this tariff.

(I) PREMIUM SERVICE

Registered customers with conditional eligibility may be permitted to reserve trips outside the condition(s) of eligibility on a space available basis, during off peak hours. The fare for this type of trip will be twice the base fare for a regular ADA trip. Premium service trips will be subject to all inter-county and zone surcharges applicable to regular ADA service. Attendants will ride under the same terms and conditions of a regular ADA attendant. One (1) Companion may, by advance reservation, accompany the conditionally eligible individual from the same point of origin to the same point of destination at the same fare as the eligible patron.

15. B

SERVICE RUN BREAKDOWN

Monday - Friday (Contract 1 - Ph3)

Fleet	Itinerary Shift		Run Comp	PH3	PH3 Hours
	Start	End			
Standard Lift Van	3:30	11:30	AM Peak	301	8
Standard Lift Van	3:30	11:30	AM Peak	302	8
Standard Lift Van	3:30	11:30	AM Peak	303	8
Standard Lift Van	6:30	16:30	Full Day	304	10
Standard Lift Van	5:00	13:00	AM Peak	305	8
Standard Lift Van	6:00	14:00	AM Peak	306	8
Standard Lift Van	6:30	16:30	Full Day	307	10
Standard Lift Van	6:30	16:30	Full Day	308	10
Standard Lift Van	7:00	17:00	Full Day	309	10
Standard Lift Van	12:00	20:00	Evening	310	8
Standard Lift Van	12:00	20:00	Evening	311	8
Standard Lift Van	12:00	22:00	Evening	312	10
Standard Lift Van	13:00	23:00	Evening	313	10
Standard Lift Van	13:00	20:00	Evening	314	8
Standard Lift Van	12:00	20:00	PM Peak	315	8
Standard Lift Van	12:00	20:00	PM Peak	316	8
Standard Lift Van	13:00	21:00	PM Peak	317	8
Standard Lift Van	12:30	21:30	Evening	318	9
Standard Lift Van	12:30	22:30	Evening	319	10
Standard Lift Van	16:30	1:30	Overnight	320	9
Standard Lift Van	18:00	4:00	Overnight	321	10
Passenger Van -	4:00	12:00	AM Peak	350	8
Passenger Van -	5:00	12:00	AM Peak	351	7
Passenger Van -	6:00	14:00	AM Peak	352	8
Passenger Van -	6:00	16:00	Full Day	353	10
Passenger Van -	6:00	14:00	AM Peak	354	8
Passenger Van -	6:00	14:00	AM Peak	355	8
Passenger Van -	6:00	14:00	AM Peak	356	8
Passenger Van -	5:30	15:30	Full Day	357	10
Passenger Van -	7:00	17:00	Full Day	358	10
Passenger Van -	7:00	17:00	Full Day	359	10
Passenger Van -	6:30	14:30	AM Peak	360	8
Passenger Van -	6:00	11:00	AM Peak	361	5
Passenger Van -	6:00	11:00	AM Peak	362	5
Passenger Van -	6:00	11:00	AM Peak	363	5
Passenger Van -	12:00	20:00	PM Peak	364	8
Passenger Van -	12:00	20:00	PM Peak	365	8
Passenger Van -	12:00	20:00	PM Peak	366	8
Passenger Van -	12:00	20:00	Evening	367	8
Passenger Van -	12:00	20:00	Evening	368	8
Passenger Van -	12:00	22:00	Evening	369	10

M-F	Contract 1 - PH3			
	Pass Van	Lifts	Hi-Cap	
Full Day	4	4	0	8
AM Peak	10	5	0	15
PM Peak	6	3	0	9
Evening	7	7	0	14
Overnight	0	2	0	2
	27	21	0	48

Passenger Van -	13:00	23:00	Evening	370	10
Passenger Van -	13:00	20:00	Evening	371	8
Passenger Van -	12:00	20:00	PM Peak	372	8
Passenger Van -	12:00	19:00	PM Peak	373	7
Passenger Van -	12:30	20:30	PM Peak	374	8
Passenger Van -	12:30	21:30	Evening	375	9
Passenger Van -	12:30	22:30	Evening	376	10
Total Mon.-Fri. Daily Hours:				406	

Saturday (Contract 1 - Ph3)					
Fleet	Itinerary Shift		Run Comp	PH3	PH3 Hours
	Start	End			
Standard Lift Van	3:30	11:30	AM Peak	301	8
Standard Lift Van	3:30	11:30	AM Peak	302	8
Standard Lift Van	6:30	16:30	Full Day	303	10
Standard Lift Van	7:00	17:00	Full Day	304	10
Standard Lift Van	7:00	17:00	Full Day	305	10
Standard Lift Van	7:00	17:00	Full Day	306	10
Standard Lift Van	7:00	17:00	Full Day	307	10
Standard Lift Van	7:00	17:00	Full Day	308	10
Standard Lift Van	7:00	17:00	Full Day	309	10
Standard Lift Van	12:00	22:00	Evening	310	10
Standard Lift Van	13:00	23:00	Evening	311	10
Standard Lift Van	18:00	4:00	Overnight	312	10
Passenger Van -	4:00	12:00	AM Peak	350	8
Passenger Van -	5:00	15:00	Full Day	351	10
Passenger Van -	6:30	16:30	Full Day	352	10
Passenger Van -	7:00	17:00	Full Day	353	10
Passenger Van -	7:00	17:00	Full Day	354	10
Passenger Van -	7:00	17:00	Full Day	355	10
Passenger Van -	7:00	17:00	Full Day	356	10
Passenger Van -	7:00	17:00	Full Day	357	10
Passenger Van -	7:00	17:00	Full Day	358	10
Passenger Van -	8:00	18:00	Full Day	359	10
Passenger Van -	12:00	22:00	Evening	360	10
Passenger Van -	13:00	23:00	Evening	361	10
Passenger Van -	17:00	3:00	Overnight	362	10
Sat. Total Hrs:				244	

SAT	Contract 1 - PH3			
	Pass Van	Lifts	Hi-Cap	
Full Day	9	7	0	16
AM Peak	1	2	0	3
PM Peak	0	0	0	0
Evening	2	2	0	4
Overnight	1	1	0	2
	13	12	0	25

Sunday (Contract 1 - Ph3)					
Fleet	Itinerary Shift		Run Comp	PH3	PH3 Hours
	Start	End			
Standard Lift Van	3:30	11:30	AM Peak	301	8
Standard Lift Van	3:30	11:30	AM Peak	302	8
Standard Lift Van	6:30	16:30	Full Day	303	10
Standard Lift Van	7:00	17:00	Full Day	304	10
Standard Lift Van	7:00	17:00	Full Day	305	10
Standard Lift Van	7:00	17:00	Full Day	306	10
Standard Lift Van	7:00	17:00	Full Day	307	10
Standard Lift Van	7:00	17:00	Full Day	308	10
Standard Lift Van	7:00	17:00	Full Day	309	10
Standard Lift Van	15:00	22:00	Evening	310	7
Standard Lift Van	16:00	23:00	Evening	311	7
Standard Lift Van	18:00	4:00	Overnight	312	10
Passenger Van -	4:00	12:00	AM Peak	350	8
Passenger Van -	5:00	15:00	Full Day	351	10
Passenger Van -	6:30	16:30	Full Day	352	10
Passenger Van -	7:00	17:00	Full Day	353	10
Passenger Van -	7:00	17:00	Full Day	354	10
Passenger Van -	7:00	17:00	Full Day	355	10
Passenger Van -	7:00	17:00	Full Day	356	10
Passenger Van -	7:00	17:00	Full Day	357	10
Passenger Van -	7:00	17:00	Full Day	358	10
Passenger Van -	8:00	18:00	Full Day	359	10
Passenger Van -	15:00	22:00	Evening	360	7
Passenger Van -	16:00	23:00	Evening	361	7
Passenger Van -	17:00	3:00	Overnight	362	10
Sun Total Hrs:					232

SUN	Contract 1 - PH3			
	Pass Van	Lifts	Hi-Cap	
Full Day	9	7	0	16
AM Peak	1	2	0	3
PM Peak	0	0	0	0
Evening	2	2	0	4
Overnight	1	1	0	2
	13	12	0	25

Monday - Friday (Contract 2 - Ph7)					
Fleet	Itinerary Shift		Run Comp	PH7	PH7 Hours
	Start	End			
Standard Lift Van	5:00	10:00	AM Peak	701	5
Standard Lift Van	5:00	10:00	AM Peak	702	5
Standard Lift Van	6:00	11:00	AM Peak	703	5
Standard Lift Van	6:00	11:00	AM Peak	704	5
Standard Lift Van	6:00	11:00	AM Peak	705	5
Standard Lift Van	6:00	11:00	AM Peak	706	5
Standard Lift Van	7:00	17:00	Full Day	707	10
Standard Lift Van	7:00	17:00	Full Day	708	10
Standard Lift Van	7:00	17:00	Full Day	709	10
Standard Lift Van	7:00	17:00	Full Day	710	10
Standard Lift Van	7:00	17:00	Full Day	711	10
Standard Lift Van	7:00	17:00	Full Day	712	10
Standard Lift Van	12:30	20:30	PM Peak	713	8
Standard Lift Van	12:30	20:30	PM Peak	714	8
Standard Lift Van	13:00	21:00	PM Peak	715	8
Standard Lift Van	13:00	21:00	PM Peak	716	8
Standard Lift Van	13:00	21:00	PM Peak	717	8
Standard Lift Van	13:00	21:00	PM Peak	718	8
Standard Lift Van	16:30	2:30	Overnight	719	10
Standard Lift Van	18:00	4:00	Overnight	720	10
Passenger Van -	5:00	11:00	AM Peak	750	6
Passenger Van -	7:00	15:00	Full Day	751	8
Passenger Van -	6:00	16:00	Full Day	752	10
Passenger Van -	5:00	11:00	AM Peak	753	6
Passenger Van -	5:00	11:00	AM Peak	754	6
Passenger Van -	7:00	17:00	Full Day	755	10
Passenger Van -	7:00	17:00	Full Day	756	10
Passenger Van -	7:00	17:00	Full Day	757	10
Passenger Van -	7:00	17:00	Full Day	758	10
Passenger Van -	7:00	17:00	Full Day	759	10
Passenger Van -	7:00	17:00	Full Day	760	10
Passenger Van -	7:00	17:00	Full Day	761	10
Passenger Van -	7:00	17:00	Full Day	762	10
Passenger Van -	7:00	17:00	Full Day	763	10
Passenger Van -	7:00	17:00	Full Day	764	10
Passenger Van -	12:00	20:00	PM Peak	765	8
Passenger Van -	12:00	20:00	PM Peak	766	8
Passenger Van -	12:00	20:00	PM Peak	767	8
Passenger Van -	13:00	21:00	PM Peak	768	8
Passenger Van -	13:00	21:00	PM Peak	769	8
Passenger Van -	13:00	21:00	PM Peak	770	8

M-F	Contract 2 - PH7			
	Pass Van	Lifts	Hi-Cap	
Full Day	11	7	0	18
AM Peak	3	6	0	9
PM Peak	9	6	0	15
Evening	4	0	0	4
Overnight	0	2	0	2
	27	21	0	48

Passenger Van -	13:00	23:00	Evening	771	10
Passenger Van -	13:00	21:00	PM Peak	772	8
Passenger Van -	12:00	22:00	Evening	773	10
Passenger Van -	13:00	23:00	Evening	774	10
Passenger Van -	11:00	19:00	PM Peak	775	8
Passenger Van -	11:00	19:00	PM Peak	776	8
Passenger Van -	13:00	23:00	Evening	777	10
Total Mon.-Fri. Daily Hours:				406	

Saturday (Contract 2 - Ph7)					
Fleet	Itinerary Shift		Run Comp	PH7	PH7 Hours
	Start	End			
Standard Lift Van	3:30	11:30	AM Peak	701	8
Standard Lift Van	8:30	16:30	Full Day	702	8
Standard Lift Van	7:00	17:00	Full Day	703	10
Standard Lift Van	7:00	17:00	Full Day	704	10
Standard Lift Van	7:00	17:00	Full Day	705	10
Standard Lift Van	7:00	17:00	Full Day	706	10
Standard Lift Van	7:00	17:00	Full Day	707	10
Standard Lift Van	8:00	18:00	Full Day	708	10
Standard Lift Van	8:00	18:00	Full Day	709	10
Standard Lift Van	12:00	22:00	Evening	710	10
Standard Lift Van	13:00	23:00	Evening	711	10
Standard Lift Van	18:00	4:00	Overnight	712	10
Passenger Van -	4:00	12:00	AM Peak	750	8
Passenger Van -	5:00	15:00	Full Day	751	10
Passenger Van -	6:30	16:30	Full Day	752	10
Passenger Van -	7:00	17:00	Full Day	753	10
Passenger Van -	7:00	17:00	Full Day	754	10
Passenger Van -	7:00	17:00	Full Day	755	10
Passenger Van -	7:00	17:00	Full Day	756	10
Passenger Van -	7:00	17:00	Full Day	757	10
Passenger Van -	7:00	17:00	Full Day	758	10
Passenger Van -	8:00	18:00	Full Day	759	10
Passenger Van -	12:00	22:00	Evening	760	10
Passenger Van -	13:00	23:00	Evening	761	10
Passenger Van -	17:00	3:00	Overnight	762	10
Sat. Total Hrs:				244	

SAT	Contract 2 - PH7		
	Pass Van	Lifts	Hi-Cap
Full Day	9	8	0
AM Peak	1	1	0
PM Peak	0	0	0
Evening	2	2	0
Overnight	1	1	0
	13	12	0

17
2
0
4
2
25

Sunday (Contract 2 - Ph7)					
Fleet	Itinerary Shift		Run Comp	PH7	PH7 Hours
	Start	End			
Standard Lift Van	3:30	11:30	AM Peak	701	8
Standard Lift Van	8:30	16:30	Full Day	702	8
Standard Lift Van	7:00	17:00	Full Day	703	10
Standard Lift Van	7:00	17:00	Full Day	704	10
Standard Lift Van	7:00	17:00	Full Day	705	10
Standard Lift Van	7:00	17:00	Full Day	706	10
Standard Lift Van	7:00	17:00	Full Day	707	10
Standard Lift Van	8:00	18:00	Full Day	708	10
Standard Lift Van	8:00	18:00	Full Day	709	10
Standard Lift Van	15:00	22:00	Evening	710	7
Standard Lift Van	16:00	23:00	Evening	711	7
Standard Lift Van	18:00	4:00	Overnight	712	10
Passenger Van -	4:00	12:00	AM Peak	750	8
Passenger Van -	5:00	15:00	Full Day	751	10
Passenger Van -	6:30	16:30	Full Day	752	10
Passenger Van -	7:00	17:00	Full Day	753	10
Passenger Van -	7:00	17:00	Full Day	754	10
Passenger Van -	7:00	17:00	Full Day	755	10
Passenger Van -	7:00	17:00	Full Day	756	10
Passenger Van -	7:00	17:00	Full Day	757	10
Passenger Van -	7:00	17:00	Full Day	758	10
Passenger Van -	8:00	18:00	Full Day	759	10
Passenger Van -	15:00	22:00	Evening	760	7
Passenger Van -	16:00	23:00	Evening	761	7
Passenger Van -	17:00	3:00	Overnight	762	10
Sun. Total Hrs:					232

SUN	Contract 2 - PH7			
	Pass Van	Lifts	Hi-Cap	
Full Day	9	8	0	17
AM Peak	1	1	0	2
PM Peak	0	0	0	0
Evening	2	2	0	4
Overnight	1	1	0	2
	13	12	0	25

15. C - PROCEDURE FOR CUSTOMER INQUIRIES

Complaint Procedures

Customer inquiries are recorded in the Veritas Ticket System. Complaints and Commendations are an important service barometer. Veritas tickets are to be handled as follows:

SEPTA Customer Service Call Agents will:

Enter all complaints.

When using Veritas agents must be sure to select the appropriate category. (i.e., For driver commendation select "commendation driver." For driver complaint select "driver.")

Complaints and commendations will be forwarded to CCT with appropriate details as required. CCT will review all complaints and direct them to the appropriate department for handling

If a response is required by the Contractor, CCT will forward the Veritas ticket via email notification and indicate what action is required by the Contractor. The Contractor shall promptly investigate the complaint and take appropriate corrective action.

If no response is needed, but the Contractor should be apprised of the customer's concerns, CCT designate "FYI" on the e-mail subject line after the tour number.

Contractor shall submit a written response for any Veritas ticket that requires a response with: the original notification, Veritas ticket number, investigation findings and corrective action taken within five (5) business days of receipt of initial notification. Responses shall be directed to the CCT contact that sent the email notification.

Attach all pertinent information to the e-mail.

CCT anticipates making enhancements to the Veritas ticket system to allow Contractor to directly receive and report investigation findings and corrective action taken at some point in the future.

The Contractor shall use the information contained in Veritas tickets to investigate and resolve complaints. The Contractor shall maintain the confidentiality of customer information related to complaints as prescribed in the Agreement.

Customer Lost and Found Administration

The Contractor will be responsible for the direct administration of all items that customers leave behind on the vehicles;

All customers who report lost personal items to SEPTA will be directed to contact the appropriate Contractor for recovery of the item;

Contractors will be required to tag and maintain all lost personal items on their premises for a minimum of 30 days;

Customers should be afforded the opportunity to pick up lost personal items from the contractor facility during normal business hours each day the contractor provides service; Unclaimed lost items can be disposed of after 30 days.

15.D

VEHICLE CONDITION REPORT

Date _____
Time _____
Odometer _____

Vehicle Number _____
Driver Name _____

Pre-Trip Inspection ☐

Post-Trip Inspection ☐

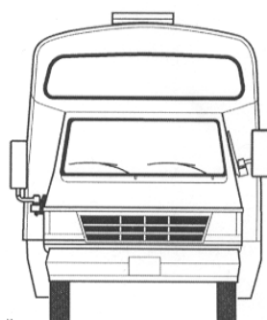
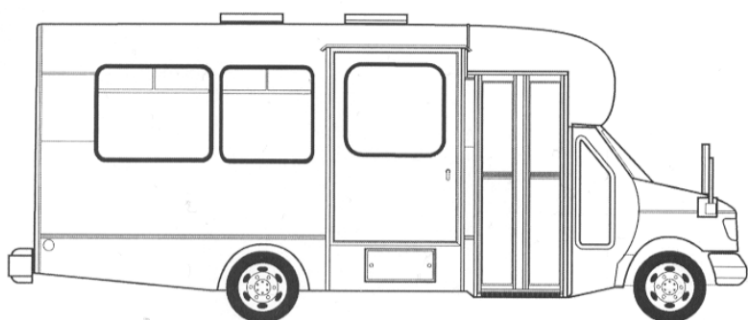
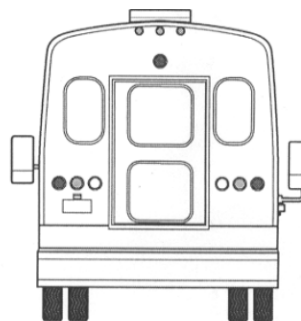
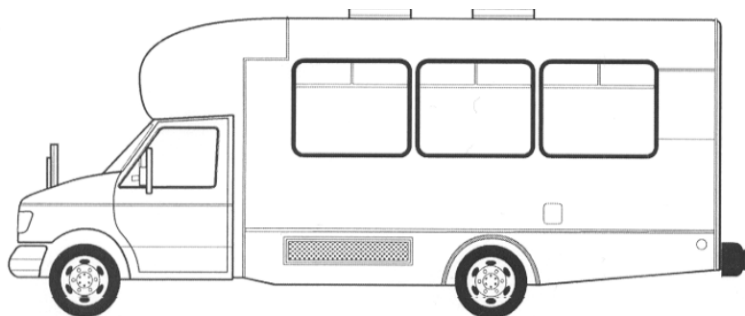
Check ☐ each item below, if OK. Do not check defective items.

- | | |
|--|--|
| ☐ STEERING MECHANISM | ☐ GAS CAP |
| ☐ WINDOWS | ☐ REAR VIEW MIRRORS |
| ☐ TRIANGLES (3) | ☐ REAR DOOR UNLOCKED |
| ☐ FIRST AID KIT | ☐ REAR WINDOW CLOSED |
| ☐ PARKING BRAKE | ☐ WINDSHEILD WIPERS |
| ☐ START ENGINE | ☐ CONVEX MIRRORS, L&R |
| ☐ TWO-WAY RADIO | ☐ FUEL LEVEL (FULL) |
| ☐ SEAT BELT CUTTER | ☐ WHEELS AND RIMS |
| ☐ SEAT BELT | ☐ WHEEL LUGS |
| ☐ RUBBER GLOVES | ☐ W/C LIFT OPERATIONAL |
| ☐ OIL PRESSURE GAUGE | ☐ FLUIDS (OIL, BREAK, TRANSMISSION) |
| ☐ TEMPERATURE GAUGE | ☐ HEADLIGHTS |
| ☐ FUEL GAUGE | ☐ TURN INDICATORS |
| ☐ BATTERY GAUGE | ☐ PARKING LIGHTS |
| ☐ DASH LIGHTS | ☐ BRAKE LIGHTS |
| ☐ REGISTRATION | ☐ BACKUP AND TAILLIGHTS |
| ☐ ACCIDENT CLAIMS KIT | ☐ BACKUP ALARM |
| ☐ INSURANCE CARD | ☐ WARNING FLASHERS |
| ☐ MAT | ☐ HORN |
| ☐ VEHICLE MARKINGS / DECALS | ☐ HUBCAPS |
| ☐ INTERIOR LIGHTS | ☐ TIRES |
| ☐ FIRE EXTINGUISHER | ☐ ROOF VENT |
| ☐ FIRE EXTINGUISHER MOUNT | ☐ PASSENGER DOORS |
| ☐ W/C SECUREMENTS | ☐ DOORS UNLOCKED |
| ☐ REAR VIEW MIRROR | ☐ STEP LIGHT |
| ☐ DEFROSTER | ☐ INSPECTION STICKERS |
| ☐ FRONT AC/HEAT | ☐ LICENSE PLATE |
| ☐ REAR AC/HEAT | ☐ INTERIOR / EXTERIOR CLEANLINESS |

Problems: _____

Signatures required on reverse side

Indicate Damage & Note Comments Below



Comments:

Signatures required:

Driver (sign & date) _____ / ____ / ____

Supervisor (sign & date) _____ / ____ / ____

15. E

MAINTENANCE REQUIREMENTS

CCT "A" INSPECTION

VEHICLE # _____

A1 A2 A3

DATE ____/____/____

(Circle one)

VEHICLE MILEAGE _____

STATE INSPECTION EXPIRATION DATE ____/____/____

DESCRIPTION	ADJ.		OK		ADDITIONAL WORK REQUIRED	INITIAL
1) Change engine oil/filter & lubricate chassis						
2) Check transmission fluid level						
3) Check power steering fluid level						
4) Check engine drive belts						
5) Check air filter						
6) Check washer fluid level & wiper operation						
7) Check tire pressure, record tread depth in 32nd	RF	LF	RR	LR		
8) Inspect cooling system & pressure test						
9) Remove wheels, inspect brake system, record lining thickness in 32nd reinstall wheels - torque to specifications	RF	LF	RR	LR		
10) Inspect steering linkage & wheel hubs [front & rear] for excess play, wear or damage						
11) Inspect exhaust system						
12) Check fire suppression system for fault codes, good charge pressure, fire extinguisher & other safety equip.						
13) Check axle fluid level						
14) Inspect front & rear suspension						
15) Check state inspection sticker, registration and insurance card. (Note exp. dates above)						
16) Service both batteries & record load test. Check <u>all</u> cables & harnesses for corrosion, chaffing, looseness & improper routing. Adjust / repair as needed. Load Readings ----->	Main #1	Aux. #2	Main #1	Aux. #2		
17) Check all lights, switches & alarms						
18) Check window & door operation						
19) Inspect seat lock downs, seatbelts & occupant restraint systems						
20) Inspect <u>all</u> fuel lines (pressure & return) for leaks, chaffing, improper routing. Adjust and/or make repairs as needed.						
21) Check heater & air conditioning system operation						
22) Check DVR Tag Status LEDs: * (Circle Condition) Green On / Off	Amber On / Off	RED On / Off				
23) Check camera mts/housing, DVR in overhead compartment for securement & damage *						
24) Check tablet mounts / housing for securement & damage.						

Revised February 25th, 2021

Signature Required On Reverse Side

* Report defects to SEPTA for attention

WHEELCHAIR LIFT INSPECTION	ADJ.	OK	ADDITIONAL WORK REQUIRED	INITIAL
25) Cycle w/c lift/ lubricate & adjust to manufacturer recommendations				
26) Operate w/c lift and check for:				
W/C Lift Meter Count				
Mechanical binding & misalignment (platform angle, parallel arms, lift towers, etc.)				
Leaking or improperly routed hydraulic tubing, cylinders, etc.				
Inboard / outboard roll-stop barrier operation including latch				
Inspect lift arm bushings, bearings, pivot pins, handrails for looseness, wear, damage & missing hardware				
Hydraulic pump operation and fluid level <i>[add fluid approved by lift manufacturer only]</i>				
All mechanical lift adjustments according to manufacturer specifications				
Platform micro switch (up/fold, down/unfold) adjustment to manufacturer specifications				
Platform sensor pressure switch adjustment to manufacturer specifications				
Missing / damaged pinch shields, gas springs, anti-rattle bumpers				
Manual back-up pump & release valve operation, including hand lever				
Inspect control box, clips, switches and harness				
Interlock devices for proper operation. Gear Shifter Locked - Door Switch - etc.....				
Inspect lift door safety cable and associated hardware				
Inspect bridge plate cables and associated components				
Check pump solenoid LED indicators for fault/failure				
Check threshold warning alarm for proper operation				
Check stow-lock for proper operation				
Check platform lights & occupant restraint belt operation				

OTHER REPAIRS NEEDED
(Circle and initial each when complete)

The below signatures certify that all inspection items on this form have been checked and repaired as required, and that the vehicle meets standards for safe operation.

Mechanics Signature_____

Managers Signature_____

Date_____

Date_____

CCT PASSENGER CAR/VAN/MINIBUS "B" INSPECTION...GAS

Torque All Items to Manufacturer's Specifications

VEHICLE #:

DATE:

ODOMETER READING:

DESCRIPTION	REPAIRS			MECH. INITIAL	DESCRIPTION	REPAIRS			MECH. INITIAL
	MADE	ADJ	OK			MADE	ADJ	OK	
General					Lubricant				
Check floor mats					Wipe clean all grease fittings & lubricate chassis				
Check license, owner's card, inspection stickers					Check for & repair all fluid leaks				
Check noisy valves or unusual engine noises					Check transmission oil level & condition				
Check steering for excessive play					Check differential oil level				
Check windshield wipers, washer system & horn					Lubricate all cables				
Cold wash engine & compartment					Check power steering unit and oil level				
Check heater operation & A/C					Check brake master cylinder fluid level & condition				
Check accelerator					Check solvent level, windshield washer				
Check parking brake & brake adjustment					Lube door hinges, pin guides & hood latches				
Check for muffler & exhaust system for leaks					Engine				
Inspect & inflate tires, including spare & jack (if applicable)					Change engine oil & filter				
Record tire tread depth in 32nd	RRO	LRO	LRI	RRR	Check oil pressure & record _____ PSI				
					Check anti-freeze & record protection level				
Check tires for abnormal wear					(min. - 5° - max. - 34°) _____ Degrees				
Check fire suppression system for fault codes, good charge					Check radiator, surge tank, cap, hoses, etc. for leaks				
pressure, fire extinguisher & other safety equipment					Check water pump bearing play & fan clutch/blade				
					Check all belts & pulleys				
					Check for air/vacuum leak				
					Check P.C.V. valve & system				
Body & Chassis					Check crankcase breather				
Check exterior body damage incl. bumpers & mirrors					Change fuel filters				
Check all window glass & regulators					Check air filters & systems				
Check door & hood latches					Check engine idle speed & record RPM _____ RPM				
Check seats, lock downs & seat belts					Check power package governor				
Torque lug nuts to manufacturer's specification					Inspect engine mountings				
Check spindles, king pins & ball joints					Check exhaust smoke & record OK LT Heavy				
Check tie rods, drag link & idler arm					Check for oil leaks				
Inspect, repack & adjust wheel bearings to specification					Inspect <u>all</u> fuel lines (pressure & return) for leaks, chaffing,				
Check wheel hub & axle seals, dust covers (front & rear)					improper routing. Adjust and/or make repairs as needed.				
Tighten U-bolts & body hold down bolts					Electrical				
Check drive line, center bearing, U-joints & flanges					Service batteries and record load test: Battery #1 (Main)				
Inspect brake linings & record lining thickness in 32nds	LF	RF	LR	RR	Battery #2 (Auxiliary)				
					Check <u>all</u> cables & harnesses for corrosion, looseness, chaffing & improper				
Inspect brake hydraulic system					routing - adjust / repair as needed.				
Inspect brake lines, hoses, valves & springs					Check alternator & regulator output & record				
Check springs, shackle pins, center pins, etc.					Check instrument panel & lights				
Inspect shock absorbers					Check all lights, switches & alarms				
Perform thorough visual under vehicle inspection					Check DVR Tag Status LEDs * Circle Condition: GREEN (On / Off) AMBER (On / Off) RED (On / Off)				
Check <u>all</u> cables for corrosion, chafing, improper routing.					Check camera mts/housing, DVR in overhead compartment for securement & damage *				
					Check tablet mounts/ housing for securement & damage *				

Revised February 25th, 2021

Signature Required on Reverse side

* Report defects to SEPTA for attention

DESCRIPTION	REPAIRS MADE	ADJ	OK	MECH. INITIAL	DESCRIPTION	REPAIRS MADE	ADJ	OK	MECH. INITIAL
Wheelchair Lift/Securement Devices - Operate & Check for:									
Cycle w/c lift / lubricate & adjust to manufacturer recommendations [use approved lubricant only]					AL-D6-K00- Perform wheel alignment per manufacturers specs. (every 24,000 miles)				
Mechanical binding & misalignment (platform angle, parallel arms, lift towers, etc.)					FL-DK- Flush cooling system & replace anti freeze (Change every 48,000 miles)				
Leaking or improperly routed hydraulic tubing, cylinders, etc.					RC-DC-A71- Change transmission fluid filter/screen (Change every 36,000 miles)				
Inboard / outboard roll-stop barrier operation including latch					RC-DP-B02- Replace air intake filter (Change every 12,000 miles)				
Inspect lift arm bushings, bearings, pivot pins, hand rails for looseness, wear, damage & missing hardware					DR-D6-H03- Change gear oil in differential per mfg. spec (Change every 48,000 miles)				
Hydraulic pump operation and fluid level [use fluid approved by lift manufacturer only]					RC-DP-H00- Replace spark plugs; Inspect ignition coils and wires (Change every 48K)				
All mechanical lift adjustments according to manufacturer specifications [W/C lift meter count _____]					RC-DP-B13- Replace PCV Valve & crankcase breather (Change every 48,000 miles)				
Platform micro switch (up/fold, down/unfold) adjustment to manufacturer specifications					RC-DS-A03- Replace front shock absorbers (Change every 72,000 miles)				
Platform sensor pressure switch adjustment to manufacturer specifications					RC-DS-A04- Replace rear shock absorbers (Change every 72,000 miles)				
Missing / damaged pinch shields, gas springs, anti-rattle bumpers					Replace Fire Suppression System Backup Battery				
Manual back-up pump & release valve operation, including hand lever					Replace fuel filter (Change every 12,000 miles)				
Inspect control box, clips, switches and harness					Replace windshield wiper blades				
Inspect / clean / lubricate all securement devices					Road Test (2 miles)				
Interlock devices for proper operation.					Check & record any additional problems that are detected				
Inspect lift door safety cable and associated hardware					Brake operation				
Inspect bridge plate cables and associated components					Wheel shimmy, steering & suspension				
Check pump solenoid LED indicators for fault/failure					Abnormal noises				
Check threshold warning alarm for proper operation					Engine pulling power (circle one) Poor Fair Good				
Check stow-lock for proper operation					Transmission Operation (circle one) Poor Fair Good				
Check platform lights & occupant restraint belt operation					Speedometer operation				
					All instruments & gauges				
					State Inspection Sticker Expiration - Month Year				

REPORT OF ADDITIONAL REPAIRS TO BE MADE

The below signatures certify that all inspection items on this form have been checked and repaired as required, and that the vehicle meets standards for safe operation.

Mechanics Signature _____

Managers Signature _____

Date _____

Date _____

CCT - Tire Change Record

Vehicle No: _____ Carrier: _____ Mileage: _____ Date: __/__/20__

Circle all axles that apply: LF/RF RR/LR RRI/RRO/LRI/LRO

Reason for tire(s) change: .

Note: Tires must always be correctly matched. Inspect all tires on vehicle to ensure tires and wheels are of the same type, brand, tread design, load and speed ratings, and approximate tread depth. Correct matching of front and rear tires is essential to obtain optimum performance and safe handling.

Mechanic Initials		Procedures	Single Rear Wheel Vehicles	*Dual Rear Wheel Vehicles
		*Follow procedures for dual rear wheel vehicles on both front and rear axle tire changes.		
	#1	Examine all lug nuts and wheel studs for damaged threads. Replace damaged and adjacent wheel studs and lug nuts as required.		
	#2	Remove all rust, corrosion, dirt, paint buildup, burrs and foreign materials from the mounting surface of the brake drum or wheel hub and mounting surface on wheels to be installed. Follow procedure to prepare the mounting surface on both sides of wheels used on dual rear wheel vehicles.		
	#3a	Visually inspect wheels to be installed for worn or elongated hub or stud holes and/or cracks. Check mounting surface on each wheel to be installed with a straight edge per OEM Shop Manual.		
	#3b	Paint mounting surfaces on wheels with thin coat of fast drying primer.	N/A	
	#4a	Install wheels on vehicle being careful not to damage wheel stud threads. Ensure wheels are flush with hub mounting surface. Use proper wheel and tire size for model year / vehicle type. Ensure wheels equipped with tire pressure sensors are used on appropriate models.		
	#4b	Align wheels using the small indexing hole (located between wheel stud holes) with the hub alignment pin on the hub-mounting surface. On rear axle, install and align outer wheel flush against inner wheel with the hub alignment pin protruding through the wheel index hole. Ensure valve stems are accessible on inner and outer wheels to adjust tire pressures.	N/A	

Form revised 03-22-2018

CONTINUED ON REVERSE SIDE OF CARD (signatures required)

CCT - Tire Change Record (Cont.)

Mechanic Initials		Procedures	Single Rear Wheel Vehicles	*Dual Rear Wheel Vehicles
		*Follow procedures for dual rear wheel vehicles on both front and rear axle tire changes.		
	#5a	On two-piece cone lug nuts, lubricate the contact surfaces between the lug nut and cone washer with one drop of motor oil. Never apply lubricant directly on wheel stud or lug nut threads.	N/A	
	#5b	Install lug nuts. Run up snug using a crisscross pattern with hand or low power air wrench to minimize run out.		
	#6	Torque lug nuts with torque wrench to OEM specification. Use crisscross pattern to minimize run out. OEM Specifications: C&E Ford E350 SRW & E450 DRW 126-170 ft. lbs.		
	#7	Adjust tire pressure to OEM specification.		
	#8	Paint wheels w/ white paint. Install WHEEL-CHECK® LOOSE WHEEL NUT INDICATOR #73709 BY IMPERIAL SUPPLY LLC or approved equal on all wheel lug nuts.		

The below signatures certify that procedures #1 thru #8 have been performed as required on both sides of this record and properly torqued to specification with a suitable torque wrench, which has been certified for proper calibration within the prior 180 days minimum.

_____/_____/20_____
 Mechanic's signature Date Maintenance Manager's signature Date

Mechanic Initials		Procedures	Single Rear Wheel Vehicles	*Dual Rear Wheel Vehicles
		*Follow procedures for dual rear wheel vehicles on both front and rear axle tire changes.		
	#9	After vehicle has run in service for 1 to 2 days, recheck with torque wrench to OEM specifications & step #6 as noted above. Reposition WHEEL-CHECK® LOOSE WHEEL NUT INDICATORS as required.	N/A	

The below signatures certify that procedure #9 has been performed as required above and properly torqued to specification with a suitable torque wrench, which has been certified for proper calibration within the prior 180 days minimum.

_____/_____/20_____
 Mechanic's signature Date Maintenance Manager's signature Date

Form revised 03-22-2018

MAINTENANCE SCHEDULE

TYPE	DESCRIPTION	INTERVAL	INTERVAL
A1	Minor Inspection	3,000 Miles	-
A2	Minor Inspection	6,000 Miles	-
A3	Minor Inspection	9,000 Miles	-
B1	Major Inspection	-	12,000 Miles
A1	Minor Inspection	15,000 Miles	-
A2	Minor Inspection	18,000 Miles	-
A3	Minor Inspection	21,000 Miles	-
B2	Major Inspection	-	24,000 Miles
A1	Minor Inspection	27,000 Miles	-
A2	Minor Inspection	30,000 Miles	-
A3	Minor Inspection	33,000 Miles	-
B3	Major Inspection	-	36,000 Miles
A1	Minor Inspection	39,000 Miles	-
A2	Minor Inspection	42,000 Miles	-
A3	Minor Inspection	45,000 Miles	-
B4	Major Inspection	-	48,000 Miles
HVAC	Air Conditioning Inspection Worksheet	(see note)	

note: HVAC Inspections shall be performed every 90 days. An initial campaign that includes every vehicle will commence no later than March 15th of each year. The second campaign will commence immediately following the first campaign and continue throughout the air conditioning season. This same inspection shall be performed anytime repairs to the air conditioning system require replacement of a major component.

Check one:

Seasonal Inspection

Major Component R/R

SEPTA CCT-Connect**Air Conditioning Inspection Worksheet***(signatures required on reverse side)***Date:** _____**Vehicle#:** _____**Mileage:** _____**Mechanic:** _____

DESCRIPTION	ADJ. Needed	Front A/C OKAY	Rear A/C OKAY	INITIALS
1) Inspect All A/C Lines				
2) Inspect A/C Pressure Switches/ Relays/ Fan Motors				
3) Clean Evaporator & Condenser Coils / Change Evaporator Filter				
4) Run A/C Systems $\geq$ 10 minutes. Check for Signs of Obvious Refrigerant Leaks.				
5) Recover & Record Refrigerant lbs. Front _____ lbs. Rear _____ lbs.				
6) Repair ALL Refrigerant Leaks [perform #7 with major component failures / replacements]				
7) Flush Systems to Remove Contaminates. Remove & Fill Compressors with Proper Oil Level.				
8) Replace Filter Dryers				
9) Evacuate Systems (min. 30 inHg) & Hold $\geq$ 5 Minutes. Recheck & Repair Leaks as Required.				
10) Recharge & Record Refrigerant lbs. Front _____ lbs. Rear _____ lbs.				
11) Run A/C Systems $\geq$ 10 minutes				
12) Check and Record Pressures: Lo Side [Suction] Front _____ PSI Rear _____ PSI Hi Side [Discharge] Front _____ PSI Rear _____ PSI				

Form Revised March 2, 2006

Cleaner's Daily Work Record
HOUSECLEANS

____/____/____
DATE

	Veh#	Veh#	Veh#	Veh#
DESCRIPTION OF WORK				
1. Sweep/Vacuum vehicle where available				
2. Remove all graffiti				
3. Wipe down drivers' area and front of vehicle				
4. Wipe down passenger section of vehicle, walls, seats, ceiling, and handrails etc.				
5. Clean all interior glass and mirrors				
6. Scrape all gum off floor and steps				
7. Scrub back of passengers' seats with brush/detergent.				
8. Wipe dry all passenger seats				
9. Mop/vacuum floor and steps where applicable				
10. Vacuum wheelchairs floor tracking				
11. Scrub securement straps				
12. Scrub down interior of front and center doors, step wall areas and wipe dry				

Employee Signature

Foreman Signature

Cleaner's Daily Work Record
MINICLEANS

* Vehicles in service 5 consecutive days-2 times/week

* Vehicles in service 7 consecutive days-3 times/week

____/____/____
Date

	Veh #	Veh #	Veh #	Veh #	Veh #	Veh #	Veh #	Veh #	Veh #
Description of Work									
1. Sweep/vacuum vehicle interior									
2. Remove all graffiti									
3. Wipe drivers' area and front of vehicle									
4. Clean all interior glass and mirror									
5. Wipe passenger seats									
6. Mop/vacuum floor and steps were applicable									
7. Wash exterior of vehicle									

Employee Signature

Foreman Signature

PRETRIP ACCIDENT INSPECTION

Date _____
Time _____
Odometer _____

Van Number _____
Driver Name _____
Attendant Name _____

Pre-Trip Inspection ☐

Accident Inspection ☐

Check ☐ each item below, if OK. Do not check defective items.

Inside:

- | | |
|--|--|
| ☐ STEERING MECHANISM | ☐ GAS CAP |
| ☐ WINDOWS | ☐ EYEBALL MIRROR |
| ☐ TRIANGLES (3) | ☐ REAR DOOR UNLOCKED |
| ☐ FIRST AID KIT | ☐ REAR WINDOW CLOSED |
| ☐ PARKING BRAKE | ☐ WINDSHEILD WIPERS |
| ☐ START ENGINE | ☐ CONVEX MIRRORS, L&R |
| ☐ TWO-WAY RADIO | ☐ AIR PRESSURE |
| ☐ SEAT BELT CUTTER | ☐ WHEELS AND RIMS |
| ☐ SEAT BELT | ☐ VAN NOS. (4 SIDES) |
| ☐ RUBBER GLOVES | ☐ W/C LIFT OPERATIONAL |
| ☐ OIL PRESSURE GAUGE | ☐ FLUIDS (OIL, BREAK, TRANSMISSION) |
| ☐ TEMPERATURE GAUGE | ☐ HEADLIGHTS |
| ☐ FUEL GAUGE | ☐ TURN INDICATORS |
| ☐ BATTERY GAUGE | ☐ PARKING LIGHTS |
| ☐ DASH LIGHTS | ☐ BRAKE LIGHTS |
| ☐ REGISTRATION | ☐ BACKUP AND TAILLIGHTS |
| ☐ ACCIDENT CLAIMS KIT | ☐ BACKUP ALARM |
| ☐ INSURANCE CARD | ☐ WARNING FLASHERS |
| ☐ MAP | ☐ HORN |
| ☐ VAN NUMBER | ☐ HUBCAPS |
| ☐ INTERIOR LIGHTS | ☐ TIRES |
| ☐ FIRE EXTINGUISHER | ☐ TRANSPEC VENT |
| ☐ FIRE EXTINGUISHER | ☐ PASSENGER DOORS |
| ☐ COVER SECUREMENTS | ☐ DOORS UNLOCKED |
| ☐ REAR VIEW MIRROR | ☐ STEP LIGHT |
| ☐ DRFROSTER | ☐ INSPECTION STICKERS |
| ☐ FRONT AC/HEAT | ☐ LICENSE PLATE |
| ☐ REAR AC/HEAT | ☐ CLEAN |
| ☐ CLEAN | |

Problems: _____

Supervisor's Signature: _____

Maintenance Violations

Category 1 & 2 violations are in accordance with Section 175.80 of the PA DOT vehicle equipment regulations.

Category 1 Major defects: vehicle must be removed from service immediately and repaired before returning to revenue service (major penalty assessed).

Category 2 Minor defects: reported and repaired within 24 hours (minor penalty assessed).

Category 3 Fraudulent, improper, or careless record keeping.

First Offense (written warning)

Second Offense (minor penalty)

Third Offense (major penalty)

Each Subsequent Offense (major penalty)

Category 1 Violation

Condition of braking systems. All braking systems and components shall be in safe operating condition.

Condition of tires and wheels. All tires and wheels shall be in safe operating condition.

Condition of chassis. All items on chassis shall be in safe operating condition.

Condition of steering components. Steering assembly and steering machines shall be in safe operating condition.

Condition of wheelchair lift and securement devices. W/C lift and securement devices shall be in safe operating condition.

Category 2 Violation

Condition of lamps and switches. Every required lamp or switch shall be in safe operating.

Condition of glazing and mirrors. All glazing and mirrors shall meet all requirements of chapter 161 and Section 175.80 of the PA DOT Vehicle Equipment Regulations.

Condition of horns and warning devices. All horns and warning devices shall be in safe operating condition.

Condition of exhaust system. All components of the exhaust system shall be maintained and operated to prevent engine exhaust gases from penetrating and collecting in any part of the vehicle occupied by the driver or passengers.

Condition of body. All items on body shall be in safe operating condition.

Condition of windshield wipers/washers. Every wiper/washer shall be in safe operating condition.

Condition of fuel systems. All components in fuel system shall be in safe operating condition.

Condition of suspension. Every suspension component shall be in safe operating condition as described in Section 175.80 of the PA DOT Vehicle Equipment Regulations.

Required Records:

An identification of the vehicle including company number makes, serial number, year, and tire size. In addition, if the operator does not own the motor vehicle, the record shall identify the name of the person furnishing the vehicle

The means to indicate the nature and due date of the various inspection and maintenance operations to be performed.

A record of inspection and repairs, and maintenance indicating their date and nature.

A Driver Vehicle Condition Report for each revenue assignment noting any defects reported and repairs made.

Record Retention:

The records required by this section shall be retained where the vehicle is either housed or maintained for a period of the one year and for six months after the vehicle leaves the operators control. All records shall be delivered to SEPTA upon expiration of the contract or lease agreement.

Condition of windshield wipers/washers. Every wiper/washer shall be in safe operating condition.

Condition of fuel systems. All components in fuel system shall be in safe operating condition.

Condition of suspension. Every suspension component shall be in safe operating condition as described in Section 175.80 of the PA DOT Vehicle Equipment Regulation

15. F

DRIVER RELEASE INFORMATION

RELEASE OF INFORMATION CONCERNING CRIMINAL RECORD INFORMATION AND CERTAIN MEDICAL TEST RESULTS

I, (Name of Individual:) _____ in consideration of (Name of Company:) _____'s evaluation of my employment application or in consideration for my employment with said Company in a position involving Paratransit service for the Southeastern Pennsylvania Transportation Authority ("the Authority"), do hereby authorize said Company (hereinafter "employer") and/or the Authority and their authorized officers, employees and representatives to obtain from criminal justice agencies information concerning the content (if any) of my current criminal record, and to obtain from any physician (s), hospital (s), clinic (s), laboratories and any other licensed/professional person (s) and institution (s) having such information, any and all information concerning any drug and alcohol test results (including measurements leading to such results) for any test (s) taken in the course of my application for employment or employment with the above-named employer.

I further authorize employer and Authority and their authorized officers, employees, and representatives to exchange between themselves such information concerning my personnel record and information from such criminal justice agencies and the above-referenced medical/scientific persons and institutions.

I further authorize the Authority to release to any other Company to whom I may apply for employment to perform Paratransit-related services for the Authority, any information the Authority may learn as a result of my employment with, and/or application for employment with, the above-referenced employer, as a result of exchanges of information between SEPTA and the above-referenced employer, and any other information provided to SEPTA and/or the above-reference employer, either as a result of the use of this Release of Information or otherwise, from any third party or parties.

I further authorize employer and Authority to provide a photographic copy, in lieu of the original, of this Release of Information, to any criminal justice agency, and to any physician (s), hospital (s), clinic (s), laboratory (is) and any other licensed/professional medical/scientific person (s), and institutions, as good and sufficient evidence of my full and complete authorization to such criminal justice agencies and to such medical/scientific person (s), and institution (s), that they may at time or times promptly release such information, including copies of such information from their files, to employer and/or to the Authority, and it's or their authorized officers, employees or representatives.

Signature of Applicant/Employee

(Type name below with current address :)

(Date of Signature)

15. G

**EMERGENCY WEATHER PLAN
2025-2026**

SEPTA-ACCESS **EMERGENCY WEATHER PLAN**

2025/2026

Cassandra West, Assistant Chief Officer
SEPTA-ACCESS
June 4, 2025

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The operation of SEPTA-ACCESS services during severe weather conditions presents a challenge to SEPTA and its contracted carriers. As always, the safety of our customers, staff and contract providers is our overriding concern throughout periods of emergency. Vehicles and equipment must also be protected. This plan is designed to provide safe operations and effective communications throughout a weather emergency.

The procedures outlined here are applicable to all weather-related contingencies (including winter ice and snow, severe storms, hurricanes, heavy rain and flooding, and extreme heat or cold) encountered by SEPTA-ACCESS in its five-county operating area. These procedures may also be followed during other emergency situations affecting delivery of SEPTA-ACCESS services.

I. OVERVIEW

A. RESPONSIBILITIES

SEPTA-ACCESS 's **general responsibilities** during weather emergencies include:

1. The safety of passengers, employees, and contract staff is always our most important responsibility.
2. Maintaining communication and coordinating with the SEPTA Command Center on the 19th floor at 1234 Market Street, Press Relations, and Customer Service/SEPTA-ACCESS Call Center.
3. Monitoring the conditions of roadways throughout the five-county service area; assessing needs and taking corrective actions as required.
4. Coordinating and monitoring assignment of employees and contract staff to operate service at required level.
5. Providing information and directions to customers.
6. Developing alternate service plan(s).
7. Protecting and maintaining SEPTA-owned vehicles and equipment.
8. Providing support and assistance to other SEPTA operating departments as required.

Specific responsibilities include:

1. Daily carrier notification: During weather emergency periods, the SEPTA-ACCESS Control Center Supervisors will notify each carrier *daily* as to the level and extent of service SEPTA requires them to provide that day.
2. Daily Fixed Route Service Contract notification: During weather emergency periods, SEPTA-ACCESS Contract Operations Dispatchers will notify Fixed Route Contractor daily as to the level and extent of service SEPTA requires them to provide that day.
3. Customer notification: When weather conditions might affect service in Philadelphia, Bucks, Chester, Delaware, or Montgomery Counties, SEPTA-ACCESS will bear primary responsibility for notifying their agencies and (if possible) riders about service restrictions and suspensions.
4. Maintain communication with SEPTA Press Relations and other SEPTA Departments.
5. Have the SEPTA Website/social media updated by CCIM as required.
6. Maintain constant contact with SEPTA-ACCESS Control Center, using cell phones in the event of a power outage.
7. Provide service updates as required.
8. Maintain adequate staffing levels (drivers, supervisors, and maintenance staff) to provide service required by SEPTA.
9. Suburban Contract Carriers:
 - Maintain constant contact with SEPTA-ACCESS Control Center, using cell phones in the event of a power outage.
 - Provide service updates as required.
 - Maintain adequate staffing levels (drivers, supervisors, maintenance staff, personnel, reservations agents, and schedulers) to provide service required by SEPTA.
 - Primary responsibility for notifying agencies and individual customers in their county as to conditions and level of service.
10. SEPTA-ACCESS Contract Operations Fixed Route Service Contract:
 - Maintain constant contact with SEPTA-ACCESS Contract Operations Germantown Depot Dispatch Office via [REDACTED] and/or in the event of a power outage via cell phones.

B. ALTERNATE SERVICE PLAN (S)

Any of the following levels of service may be provided:

1. Full Service
2. No Service

C. KEY CONTACT PERSONS

1. [REDACTED] Assistant Chief Officer
[REDACTED]
2. Vacant, Sr. Director of Service Operations
P [REDACTED]
[REDACTED]
3. [REDACTED] Director of Transportation
[REDACTED]
4. [REDACTED] Assistant Director, Transportation SEPTA-ACCESS Control
Center
[REDACTED]
5. [REDACTED], Director, Contract Compliance
[REDACTED]
6. [REDACTED], Director, Paratransit Scheduler
[REDACTED]
7. Control Center Supervisor on Duty Phone
([REDACTED])
8. [REDACTED], SEPTA-ACCESS Manager, Contract Operations |
Germantown District
[REDACTED]

II. LEVELS OF OPERATION & LEVELS OF SERVICE

A. LEVELS OF OPERATION

During the development and progression of a severe storm or hurricane, SEPTA-ACCESS operations will be conducted according to the following levels:

Level I - Severe Storm Alert

A "Severe Storm Alert" will be called when a severe storm or hurricane is predicted with a significant probability of impacting SEPTA-ACCESS and SEPTA-ACCESS Contract Operations service. The Assistant Chief Officer or designee will be responsible for calling a Level I alert.

1. Upon notification, the Assistant Chief Officer-SEPTA-ACCESS or designee will notify the Contract Operations Manager, who will notify all Contract Operations personnel and subsequently Contract Operations Germantown Dispatch will contact the Contract Operations Fixed Route Contractor.
2. Furthermore, the Assistant Chief Officer-SEPTA-ACCESS or designee will notify the Sr. Director, Service Operations, who will then notify the SEPTA-ACCESS Control Center Management to institute a Level I alert. The Director, Service Operations will also notify all direct reports. Upon notification, the Control Center Supervisor(s) will begin contacting Philadelphia and suburban carrier project managers as appropriate.

Level II - Impending or Significant Adverse Weather Conditions

The Assistant Chief Officer or designee will be responsible for declaring Level II when it is expected that a significant storm will adversely impact service.

1. A SEPTA-ACCESS representative will be assigned to the SEPTA Command Center on the 19th Floor.
2. The Sr. Director, Service Operations will establish personnel schedules covering before, during, and after the actual storm. Upon notification, the Control Center Supervisor(s) will report the Level II declaration to Philadelphia and suburban carrier project managers and request hourly updates.
3. The SEPTA-ACCESS Operations Staff will review tours and prepare service plan recommendations.
 - If a decision is made to suspend service, SEPTA-ACCESS Operations staff will establish a specific time for outbound trips to prevent passengers from being stranded. All return trips will be honored up until the time of suspension. SEPTA-ACCESS will attempt to provide earlier return trips to any customer scheduled after the scheduled suspension.
 - All scheduled trips will be canceled for the duration of the service suspension.
 - In the event of a service suspension, an announcement will be made to advise of the time

of restoration including the re-opening of Reservations.

4. The SEPTA-ACCESS Control Center will furnish information to SEPTA-ACCESS staff and management, Customer Service/SEPTA-ACCESS Call Center, contract carriers, Press Relations, and 19th floor Command Center.
5. Individual units will initiate storm preparation actions. SEPTA-ACCESS Service Operations employees and contract staff will be assigned at the discretion of the Sr. Director, Service Operations.
6. The Contract Operation Manager will establish personnel schedules covering before, during and after the actual storm and inform the SEPTA Fixed Route Control Center.
7. The Contract Operation Manager will report the Level II declaration to the Contract Operations Fixed Route Contractor.

Level III -Major Storm in Progress

The Assistant Chief Officer or designee will declare Level III.

SEPTA-ACCESS 's Philadelphia operations will reflect conditions reported by the SEPTA Command Center and the School District of Philadelphia Transportation Program. Operations in Bucks, Chester, Delaware, and Montgomery Counties will reflect conditions reported by the SEPTA Command Center, individual contract carriers, agencies, and customers. Decisions as to the levels of SEPTA-ACCESS service to be provided will be made on a county-by-county or area-by-area basis and will reflect factors such as vehicle or personnel availability and road conditions.

To provide continuity while operating under severe storm or hurricane conditions; personnel will be assigned to the SEPTA Command Center (19th floor) for designated shifts as directed by the Sr. Director, Service Operations. Shift duration may vary depending on storm severity. Each representative is required to report one-half (1/2) hour prior to his/her scheduled starting time in order to be briefed and become cognizant of all conditions and activities that have occurred. Each team may be required to work a 12-hour shift.

SEPTA Command Center Assignment Team:

- Assistant Chief Officer
- Sr. Director of Service Operations
- Director, Transportation SEPTA-ACCESS
- Director, Contract Compliance
- Director, Paratransit Schedulers
- Director, SEPTA-ACCESS Program Eligibility & Regulatory Compliance
- Manager Skills Training

SEPTA-ACCESS staff not listed above will be assigned at the discretion of the Sr. Director, Service Operations.

B. LEVELS OF SERVICE

Every effort will be made to ensure continuity of service during the storm emergency. Safety must, however, remain the priority.

Because local weather conditions vary within SEPTA-ACCESS 's five-county service area, SEPTA-ACCESS service levels will be determined *individually for each county or area, each day*. Therefore, *service levels may differ among counties on the same day*. No service might be provided in one and full service in another. During weather emergency periods, SEPTA-ACCESS Control Center Supervisors will notify each carrier daily as to the level and extent of service SEPTA requires that day.

Decisions regarding the level of SEPTA-ACCESS service to be provided in a particular county will comply with the following guidelines:

- **FULL SERVICE** - Can occur only when, based upon all available information, including discussions with carriers, it is determined that all service obligations can be satisfied without compromising safety of passengers, drivers, or vehicles.
- **NO SERVICE** - Will occur when, based upon all available information, it is determined to be unsafe to provide service at any level. All schedules will then be canceled pending further review

Decisions regarding the level of SEPTA-ACCESS Contract Operations service to be provided in a particular county will comply with the following guidelines:

- **FULL SERVICE** - Will be determined by SEPTA-ACCESS Contract Operations Transportation Managers observations in conjunction with conditions, specific Fixed Route Bus line suspensions and/or Regional Rail Train line suspensions reported by the SEPTA Command Center.
- **SUSPENDED SERVICE** - Will be determined by SEPTA-ACCESS Contract Operations Transportation Managers observations in conjunction with conditions, specific Fixed Route Bus line suspensions and/or Regional Rail Train line suspensions reported by the SEPTA Command Center.

C. CHANGES IN SERVICE LEVEL

SEPTA SEPTA-ACCESS reserves the right to alter service levels in the course of a day, based upon all available information. After notifying the relevant contract carrier(s) of any such decision, any adjustments to service will be immediately reported to SEPTA Press Relations, Customer Service/SEPTA-ACCESS Contact Center, and the SEPTA Command Center.

III. SUMMARY OF STAFF RESPONSIBILITIES

All SEPTA-ACCESS employees and contract staff are required to report to work as scheduled during any emergencies. Each manager/supervisor is responsible for identifying an alternate to assume supervisory responsibilities in his/her absence, and for maintaining a telephone list for reaching staff after office hours. Depending on the nature or severity of any weather-related emergency, certain SEPTA-ACCESS staff (Director Contract Compliance, Director of Transportation-SEPTA-ACCESS (Control Center & Germantown District), Assistant Director of Transportation-SEPTA-ACCESS Control Center, , SEPTA-ACCESS Operations Manager (Contract Ops/Germantown District) Transportation Managers, Supervisors and Contract Compliance Officers, etc.) will be responsible for specific duties, as listed in Attachment 1.

During emergency weather conditions, staff roles and responsibilities shall include but not be limited to the following:

- A. **Assistant Chief Officer, SEPTA-ACCESS:** Directs SEPTA SEPTA-ACCESS operations and makes the final recommendation to the Deputy Chief Operations Officer – Bus/Rail regarding service provision in each of the five counties during emergency weather conditions. Oversees and directs all communication of service information to agencies, public, community and government during weather emergencies.
- B. **Sr. Director, Service Operations:** Directs and coordinates SEPTA-ACCESS service and Contract Operation service delivery throughout the five-county service area. Updates all direct reports on changes in service level. Receive updates from direct report on implementation and changes within service area. Briefs Assistant Chief Officer-SEPTA-ACCESS about emergency weather operations, not limited to service adjustment, service suspension, service cancellation, etc.
- C. **Director, Transportation:** Directs SEPTA-ACCESS control center and Contract Operation Germantown District of service level implementation and changes. Update Sr. Director, Service Operation of service delivery throughout the five-county service area for SEPTA-ACCESS and Contract Operation Germantown District. Supervises communications with agencies, public, community, and government during weather emergencies. Serves as principal ongoing contact for Press Relations, Customer Service, Website, and Accessibility Hot Line.
- D. **Director, Reservations and Paratransit Scheduler:** Provides the necessary reports and support to the Sr. Director, Service Operations so that management can make informed decisions about emergency services, modify schedules and enable timely agency and rider notification. Supervises both SEPTA staff and contract employees, reviews daily schedules to identify vehicles, sites, and riders potentially affected by emergencies and develops scheduling remedies to resolve identified problems. Director, Reservations and Paratransit Scheduler coordinates with Operations managers, Control Center, city and suburban carriers to maintain required service levels based on findings/changes.
- E. **SEPTA-ACCESS Program Eligibility & Regulatory Compliance:** Maintain computer systems and equipment in operational mode, despite emergency conditions. As required, provide reports to enable informed decisions and develop emergency service schedules.

Provide technical support to SEPTA staff, contract employees, and carriers whenever required. Will contact life sustaining service providers for changes in schedules (i.e. dialysis centers).

- F. **Customer Service Advocacy & Outreach:** Oversees provision of Customer Services under emergency conditions, communicating service information to staff, riders and agencies, and maintaining adequate staffing levels as required. Provides timely, accurate information to the Assistant Chief Officer - SEPTA-ACCESS.
- G. **Regulatory Coordinator:** As directed by Assistant Chief Officer - SEPTA-ACCESS and Sr. Director, Service Operations, communicates service information to advocacy groups, government officials and others, and prepares written statements and information about emergency service for SEPTA Press Relations and SEPTA-ACCESS ridership. Works with the Director, Contract Compliance, Director, Transportation SEPTA-ACCESS and Director, Reservations and Paratransit Scheduler to resolve any issues arising when emergency weather conditions impact fixed route service to SEPTA-ACCESS riders and other customers with disabilities.
- H. **Director, Contract Compliance:** Ensures that all contract carriers, Philadelphia and suburban counties, maintain the SEPTA-ACCESS fleet and any associated equipment in a state of readiness to operate safely during a brief or prolonged state of emergency. As the SEPTA Command Center Shift I Coordinator for SEPTA-ACCESS, representing both SEPTA-ACCESS and Contract Operations, he/she is the responsible liaison with other Operations Division Coordinators. Provides timely, accurate information on service throughout the system to Assistant Chief Officer - SEPTA-ACCESS and Sr. Director of Service Operations. Assesses potential impact of emergency service conditions on disabled fixed route customers and works with the Director of Service Operations and ADA Regulatory Coordinator to identify and proactively resolve any issues or concerns.
- I. **Assistant Director, Transportation SEPTA-ACCESS Control Center:** Serves as the direct information link between SEPTA-ACCESS management, Control Center, field staff, and contractors. Directs field staff as required. Responsible for communicating the Assistant Chief Officer's - SEPTA-ACCESS decision regarding any service adjustment(s) due to weather emergencies to all carriers no later than 7:00 p.m. the night before or as information becomes available when a storm occurs in midday. Remains in contact until full service is restored, reporting to Director, Transportation.
- J. **Contract Compliance Officers:** Monitor staff, vehicle availability and condition at each contractor's location, road conditions, accidents, and any other maintenance or service-related factors (i.e.: snow removal from vehicles, salting/sanding & plowing) while report this information on an hourly basis to the Control Center Supervisor using the Winter Storm Phone ([REDACTED]) [REDACTED] As assigned, provide assistance at contract carrier facilities.
- K. **SEPTA-ACCESS Operations Manager/Contract Operations/Germantown District:** Responsible for the management, supervision, and deployment of SEPTA-ACCESS Contract Operations Transportation Managers assigned to SEPTA-ACCESS Contract Operations. Additionally, work in conjunction with the Director of Transportation-SEPTA-ACCESS to facilitate service impacts to SEPTA-ACCESS Contract Operations Service Routes including but

not limited to (LUCY-316 (Gold), LUCY-316 (Green), Horsham Breeze-310, Horsham Breeze-311, Cornwells Heights-312 (Cornwells Heights Parking Lot Shuttle) and Contract Ops Fixed Route -204 Contractor.

L. SEPTA-ACCESS Contract Operations Transportation Managers

- Monitor vehicle availability and/or conditions at Germantown Depot including but not limited to Contract Operations Service Routes [LUCY-316 (Gold), LUCY-316 (Green), Horsham Breeze-310, Horsham Breeze-311, Cornwells Heights-312 (Parking Lot Shuttle) and SEPTA-ACCESS Contract Operations Fixed Route-204 Contractor.
- Monitor road conditions, accidents, incidents, maintenance, or service-related factors, and report this information in an accurate and timely manner to the SEPTA Command Center SEPTA-ACCESS liaison via Winter Storm Phone at [REDACTED] and/or provided cell number.
- Immediately, report to the SEPTA-ACCESS Operations Manager any variances impacting service which could potentially suspend service.
- Stay in Contact with the SEPTA Command Center SEPTA-ACCESS liaison to determine if any Surface/Suburban Bus Routes that run parallel to the SEPTA-ACCESS Contract Operations Service Routes have any service impacts that may potentially impact our service as well.
- Maintain at least hourly contact with the SEPTA Command Center SEPTA-ACCESS liaison to ensure they are fully informed of SEPTA-ACCESS Contract Operations operational decisions.
- Maintain at least hourly contact with the SEPTA-ACCESS Contract Operations Germantown District Dispatchers to ensure they are fully informed of SEPTA-ACCESS Contract Operations operational decisions.

M. SEPTA-ACCESS Contract Operations Dispatchers:

- Monitor Staff, keep track of Operators calling out or running late due to weather emergency, follow all Standard Operating Procedures (SOP's) in accordance with a Weather emergency including but not limited to notifying the SEPTA-ACCESS Operations Manager.
- Monitor Germantown District parking lot, steps, doorways, entrances, etc. Immediately report any variances impacting our ability to get in/out safely to the SEPTA Command Center SEPTA-ACCESS liaison via Winter Storm Phone at 215-580-8482 and/or provided cell number.

IV. OPERATIONS PROCEDURES DURING WEATHER EMERGENCIES

Whether a weather emergency is predicted or unexpected, and no matter when it occurs, the same procedures shall be implemented at any time the Assistant Chief Officer - SEPTA-ACCESS or designee decides it is necessary.

A. Primary Contact Person

Cassandra West
Assistant Chief Officer,
SEPTA-ACCESS



If the designated key person cannot be reached, the SEPTA-ACCESS Control Center should be contacted at [REDACTED]

B. Planning

Prior to the onset of a predicted emergency or at the onset of an unforeseen emergency, Assistant Chief Officer - SEPTA-ACCESS or designee and SEPTA-ACCESS managers will confer to:

Establish the extent and level(s) of service to be provided in each county.

Determine whether reservations already accepted can be provided.

Establish status of Philadelphia and suburban reservations activities during weather emergency.

Evaluate the need for and status of communications to carriers, customers, and agencies. In addition, SAC and Shared-Ride Advisory Committee Chairpersons should be kept informed of service concerns during weather emergencies.

Restructure staff schedules if needed.

Notify the Director, Reservations and Paratransit Scheduler of service plans for next day.

C. Notification

1. SEPTA Staff including On-Site Contract Employees

- After the Emergency Weather Plan has been activated, each manager and supervisor shall be responsible for notifying his/her own team according to pre-established telephone lists. *All SEPTA-ACCESS employees are required to report to work as scheduled during any emergencies unless instructed otherwise.*

- SEPTA-ACCESS Contract Operations **Transportation Managers** will be deployed to monitor all SEPTA-ACCESS Contract Operations Service Routes including but not limited to LUCY-316 (Gold), LUCY-316 (Green), Horsham Breeze-310, Horsham Breeze-311, Cornwells Heights-312 (Cornwells Heights Parking Lot Shuttle) and SEPTA-ACCESS Contract Operations Fixed Route-204 Contractor during each storm alert.

IMPORTANT:

- Adverse weather conditions may present circumstances, which vary markedly from procedures outlined in this plan.
- SEPTA-ACCESS Contract Operations **Transportation Managers** must be prepared to deviate from published procedures to facilitate the safe, orderly delivery and/or recovery of passengers on both SEPTA-ACCESS 's Paratransit Service and/or any Contract Operations Service Routes.
- Variations are permitted if such deviations do not compromise the safety of passengers, drivers, and/or vehicles. Any deviation to the prescribed plan, however, must be approved in advance by Assistant Chief Officer – SEPTA-ACCESS or designee.

2. Predicted Weather Emergency

When adverse weather conditions are predicted, Assistant Chief Officer – SEPTA-ACCESS or designee will activate the Emergency Weather Plan. Assistant Chief Officer - SEPTA-ACCESS or designee will decide what level of service is to be delivered, or if no service will be provided, in each county or section of the five-county SEPTA-ACCESS service area.

To the extent possible, that decision will be reached and announced by 19:00 hours (7:00 p.m.) on the day preceding a predicted weather emergency.

- At that hour, contractors will be notified and instructed on how to proceed.
- If a decision is still pending, the contractor(s) will be so informed and given a tentative schedule when a decision will be made.

3. Unexpected (non-predicted) Weather Emergency

When an unexpected weather emergency occurs or develops during a period when service is being delivered, SEPTA will monitor weather conditions, and Assistant Chief Officer - SEPTA-ACCESS or designee will determine for each county or section of the five-county service area whether the continuation of safe round-trip transportation is feasible. If a decision is made that it is not, SEPTA-ACCESS's Control Center will notify the contract carrier(s) affected and initiate procedures to provide return trips for persons who may require them, while ceasing to provide some or all other transportation already scheduled for that day.

- During weather emergency periods, SEPTA-ACCESS's Control Center will continue to notify each carrier daily as to the level of service to be provided.

- During weather emergency periods, SEPTA-ACCESS Contract Operations Germantown Depot Dispatch will notify any applicable Contract Operations Contractor daily as to the level of service to be provided based on recommendations provided by Surface Control Center in conjunction with SEPTA-ACCESS Contract Ops Transportation Managers.

4. Riders

Whenever inclement weather may affect service in Philadelphia and the four suburban counties, SEPTA SEPTA-ACCESS will be responsible for notifying client agencies and (if possible) individual customers.

5. SEPTA Command Center

- Using SEPTA-ACCESS 's Command Center representatives, Control Center Supervisors will maintain at least hourly contact with the SEPTA Command Center to ensure that it is fully informed of SEPTA-ACCESS operational decisions.
- Using SEPTA-ACCESS 's Command Center representatives, Contract Operations **Transportation Managers** and/or Dispatch will maintain at least hourly contact with the SEPTA Command Center Liaison to ensure that it is fully informed of SEPTA-ACCESS Contract Operations operational decisions.

6. Media

- SEPTA-ACCESS's Sr. Director, Service Operations will have primary responsibility for communicating information about SEPTA-ACCESS service and Contract Operation service to SEPTA Media Relations. Media Relations will then relay this information to KYW Radio (1060 AM), RICB (radio station serving the visually disabled community), and other regional media outlets as appropriate. This information will also be posted on SEPTA's website and on the Accessibility Hot Line maintained by the SEPTA Control Center.
- From 06:00 -18:00 (6 a.m. to 6 p.m.), Monday through Friday, information regarding SEPTA-ACCESS service will be phoned to SEPTA Media Relations at [REDACTED] as required. (Note: Calls to this number after normal business hours, weekends and Holiday's will automatically be forwarded to the mobile phone of the on-duty Press Officer). After 18:00 (6 p.m.) Monday through Friday, and on weekends, information will be made available to the Press Relations Officer at the SEPTA Command Center as required.

D. IMPLEMENTATION

This section outlines general procedures governing SEPTA-ACCESS service in the event of a weather emergency. Supplementing these are Attachments 1 (special instructions - SEPTA-ACCESS staff) and 3 (special instructions – SEPTA-ACCESS Contract Carriers).

1. **Plan implementation:** Contract carriers will implement SEPTA-approved emergency weather plans as soon as notified of an impending alert by Assistant Chief Officer – SEPTA-ACCESS or designee.
2. **Target schedule for contract carrier notification:** As stated above, whenever possible Assistant Chief Officer - SEPTA-ACCESS will render decisions by 7:00 p.m. on the previous evening as to whether SEPTA-ACCESS service will be provided in each of the affected counties. If a decision is still pending, contract carriers will be given a tentative time when a decision will be made regarding next day service.
3. **Early morning information to be provided by carriers:**
 - During a weather emergency, irrespective of whether service is going forward, or a decision has not yet been made to provide service, SEPTA-ACCESS's Control Center will contact each carrier no later than 04:45 (4:45 a.m.) on each day of service to ascertain local conditions including, but not limited to, weather, road conditions, driver availability, and vehicle availability.
 - During a weather emergency, irrespective of whether service is going forward, or a decision has not yet been made to provide service, SEPTA-ACCESS Contract Operations Dispatch will contact Contract Operations Fixed Route Contractor no later than 05:00 (5:00 a.m.) on each day of service to ascertain local conditions including, but not limited to, weather, road conditions, driver availability, and vehicle availability.
4. **Early morning information to be collected by SEPTA-ACCESS staff during current or impending weather emergencies:** The previous evening, or immediately after notification of an impending weather emergency, the Senior Schedule Maker shall identify and print out all tours with early morning starts. Control Center is capable of producing this report after Scheduling hours. *One (1) hour before departure of the first SEPTA-ACCESS tour of the day at each carrier site, or at 5:00 a.m. daily, whichever comes first,* SEPTA-ACCESS's Control Center Supervisor(s) will report on road and service conditions in the affected counties to the Sr. Director of Service Operations. Reports must include, but not be limited to, the following:
 - Conditions of major roadways and side streets, by county
 - Number of tours/rides scheduled, by county/contract carrier
 - Driver availability, by county/contract carrier
 - Vehicle availability, by county/contract carrier
 - Closures, e.g., schools, centers, etc.
 - Emergency vehicle availability, by county/contract carrier
 - Potential impact of schedule adjustments
5. **Early morning Contract Compliance conditions report to SEPTA-ACCESS Control Center:** No later than 5:00 a.m. daily and continuing hourly thereafter during impending or current weather emergencies, Contract Compliance Officers will provide to SEPTA-ACCESS's Control Center all roadway, weather, and service information collected, so that management may make the necessary decisions to continue, limit, or suspend service in each of the five counties.

6. **Contract Operations will report early morning conditions to SEPTA Command Center SEPTA-ACCESS liaison:** No later than 05:00 (5:00 a.m.) daily during impending or current weather emergencies, Contract Operations **Transportation Managers** will provide to SEPTA Command Center SEPTA-ACCESS liaison all roadway, weather, and service information collected, so that SEPTA management may make the necessary decisions to continue, limit, or suspend service in all Contract Operations Service areas.
7. **Weather Control Center:**
 - No later than 5:00 a.m. daily during impending or current weather emergencies, Contract Compliance Officers will provide to SEPTA-ACCESS's Control Center all roadway, weather, and service information collected, so that management may make the necessary decisions to continue, limit, or suspend service in each of the five counties.
 - No later than 05:00 daily during impending or current weather emergencies, Contract Operations **Transportation Managers** will provide to SEPTA Command Center SEPTA-ACCESS liaison all roadway, weather, and service information collected, so that management may make the necessary decisions to continue, limit, or suspend service in all Contract Operations Service areas.
8. **Decisions about the level or type of service to be provided** will comply with service level guidelines listed in Section II, "Levels of Alert and Levels of Service".
9. **Verification of agency closings, All Five (5) Counties:** SEPTA-ACCESS Control Center is responsible for contacting centers or agencies in all five (5) counties, confirming all early closings, and verifying and documenting that family or caregivers will be present to receive any customers designated "do not leave unattended". SEPTA-ACCESS's Control Center is responsible for maintaining a bulletin board with daily information on whether or when each agency or center served will be opening, any early closings and/or early transportation requested, etc.
10. **SEPTA and carrier response to mid-day weather alert:** In the event that a storm materializes during or after morning service begins, Control Center staff **must** ensure that all passengers are picked up and returned to their homes or places of origin.

Under no circumstances will Control Center end service before all passengers are accounted for, in all five counties.

- **Field assignments (CONTRACT COMPLAINEE):** In the event of a mid-day weather emergency, SEPTA-ACCESS Contractor compliance team will be assigned to monitor all dialysis centers, senior centers, adult day cares, and workshops for passengers return trips home or places of origins.
- **Early closings/early returns:** As soon as directed by Assistant Chief Officer – SEPTA-ACCESS or designee, SEPTA-ACCESS staff and contract employees shall begin

contacting passengers and agencies to arrange early returns in the event weather conditions worsen for agencies in all counties.

- **Agency notification:** Whenever unexpected emergency weather might affect service in Philadelphia, Bucks, Chester, Delaware, or Montgomery County, SEPTA SEPTA-ACCESS will be responsible for customer / agency notification.
- **Hourly reports by SEPTA Contract Compliance personnel:** Once each hour during mid-day weather alerts, Contract Compliance Officers will contact the SEPTA-ACCESS Control Center to update the status of all passenger activity. Control Center supervisors will relay this information to the Director, Transportation, Assistant Director, Transportation and SEPTA Command Center. The Director of Transportation will inform the Sr. Director, Service Operations. The Sr. Director, Service Operations will also brief Assistant Chief Officer - SEPTA-ACCESS on weather conditions and the status of efforts to return passengers' home.
- **Field assignments (SEPTA-ACCESS Contract Operations Transportation Managers):** In the event of a mid-day weather emergency, SEPTA-ACCESS Contract Operations **Transportation Managers** will be assigned to monitor all Contract Operations Service Routes including but not limited to LUCY-316 (Gold), LUCY-316 (Green), Horsham Breeze-310, Horsham Breeze-311, Cornwells Heights-312 (Cornwells Heights Parking Lot Shuttle) and Contract Operations Fixed Route-204 Contractor.

11. **Changes in service level during the day:** When service is curtailed for any reason, SEPTA-ACCESS's Control Center will remain in regular contact with all carriers. Based on information received, Assistant Chief Officer - SEPTA-ACCESS or designee may recommend to SEPTA's Deputy Chief Operating Officer – Bus/Rail full suspension or restoration of service. Any adjustments to service will be reported immediately to SEPTA Press Relations, SEPTA Customer Service/SEPTA-ACCESS Call Center, and the SEPTA Command Center.

E. DOCUMENTATION

1. SEPTA SEPTA-ACCESS Control Center is responsible for documenting all operating changes i.e., codes, tour extensions, etc. in Route Match and Orbcad. All documentation must be entered in the tracker log.
2. Control Center supervisors are responsible for maintaining a logbook documenting date, time, weather conditions, unusual occurrences, special requests, accidents and incidents, and any other information deemed pertinent.
3. SEPTA-ACCESS Contracted Carriers are responsible for all manifests being properly documented with codes for each customer's trip during emergency weather condition, as usual.
4. Control Center Dispatch Supervisors are responsible for documenting and reporting the extension of any vehicle past the last scheduled pick-up or drop-off caused by the weather emergency. The recording shall include the starting and ending time of the vehicle extension.

5. Contracts Compliance Officers are responsible for monitoring and providing support to staff of carrier as required during weather emergencies.
6. Contract Operations Dispatch is responsible for documenting all service impacts to all SEPTA-ACCESS Contract Operations Service Routes and ensuring the Contract Operations Fixed Route Contractor Dispatcher or designee is being updated with any SEPTA service level changes impacting their service route.
7. Contract Operations **Transportation Managers** is responsible for documenting and reporting service delays, service extensions, service level changes and/or service suspensions to the Contract Operations Germantown District Dispatcher.
8. Contract Operations **Transportation Managers** is responsible for monitoring and providing support to Contract Fixed Route Contractor personnel as required during weather emergencies.

ATTACHMENT 1: SPECIAL INSTRUCTIONS - SEPTA SEPTA-ACCESS STAFF**Special Instructions: Director, Contract Compliance****Level 1**

1. Monitor weather reports and street conditions through contact with Contract Compliance Officers.
2. Verify that all contract carriers, Philadelphia and suburban, have maintained the SEPTA-ACCESS fleet and any associated emergency equipment, including cell phones, in a state of readiness to operate safely during a brief or prolonged state of emergency. In coordination with Sr. Director, Service Operations and Director, Transportation SEPTA-ACCESS, take whatever corrective action is necessary to resolve issues outstanding.

Level 2

1. Provide direction to Contract Compliance Officers. Coordinate these instructions with Sr. Director, Service Operations. Maintain 12-hour staffing shifts.
2. Report to SEPTA Command Center (19th floor) at 04:00., or when Level 2 is declared, to serve as Shift I Coordinator for SEPTA-ACCESS (includes both SEPTA-ACCESS and Contract Operations).
3. Provide timely, accurate information on service throughout SEPTA system to Assistant Chief Officer - SEPTA-ACCESS, Sr. Director of Service Operations and SEPTA-ACCESS Operations Manager.
4. Provide Command Center with timely, accurate information on SEPTA-ACCESS and Contract Operations service.
5. Assess potential impact of emergency service conditions on fixed route customers, including SEPTA-ACCESS riders. As needed, work with Sr. Director of Service Operations, Director of Paratransit Scheduler, Regulatory Coordinator and SEPTA-ACCESS Operations Manager to identify and proactively resolve any concerns regarding disabled customer's use of fixed route during weather emergencies.

Level 3

1. Assure that Contract Compliance Officers are notified of any decisions to limit or suspend service in any of the five counties.
2. Continue to serve as Shift I Command Center Coordinator for SEPTA-ACCESS and chief liaison for fixed route issues and concerns involving disabled customers.
3. When appropriate direct Contract Compliance Officers to begin necessary actions to return to limited or normal service.

4. Notify SEPTA-ACCESS Contractor Operations Managers at each Contract Operations Contractor of any decisions to limit or suspend service on any Fixed Route Service impacting Contract Operations Service Route.

Special Instructions: Sr. Director of Service Operations

Level 1

1. Monitor weather reports and street conditions.
2. Notify SEPTA-ACCESS Staff.
3. Review weather reports with Director of Paratransit Scheduler for next day service.

Level 2

1. Determine most effective manner to deploy Contract Compliance Officers and Transportation Managers depending on conditions.
2. Assign Contract Compliance Officers and Transportation Managers to critical duties with the assistance of the Director of Contract Compliance and Director of Transportation SEPTA-ACCESS.
3. Maintain hourly (or more frequently, if necessary) communications with the Director of Contract Compliance and Director, Transportation SEPTA-ACCESS. Monitor the carrier tour status board maintained by the Control Center.
4. Review incoming reports and advise Director, Transportation SEPTA-ACCESS as to recommended service adjustments based on available information.
5. Serve as liaison among all units and SEPTA Command Center to provide timely flow of information to the Assistant Chief Officer - SEPTA-ACCESS.
6. Determine if to implement remote working for SEPTA-ACCESS Contact Center and SEPTA-ACCESS Scheduling department.
7. Concentrate on safety.

Level 3

1. Be prepared to limit or suspend service as determined by the Assistant Chief Officer - SEPTA-ACCESS.
2. Review and monitor effectiveness of service adjustments.
3. Monitor effective use of staff and resources to maintain service and communication.
4. Determine priorities of dialysis, stranded passengers and other service needs.
5. Gather and transmit service condition reports to management (stranded vehicles, stranded

passengers, breakdowns, road conditions, lateness, etc.).

6. Keep phone transmissions brief and to the point.

Special Instructions: Contracts Compliance Officers

Level 1

1. Prepare to respond to storm conditions at all City and Suburban carriers.
2. Make certain that all SEPTA-ACCESS Contract Compliance vehicles are outfitted with a flashlight, batteries, snow shovel, two 80-pound bags of salt, snow removal brush, deicer and ensure they have a full tank of fuel, with all fluid levels being checked.
3. If possible, staff vehicles should be parked under cover, and if necessary, on higher ground, safe from high water and ready to respond to emergencies.
4. Prepare for any field assignments by maintaining all contact lists (i.e. carrier as well as SEPTA) within the EWP (Emergency Weather Plan). Ensure cell phone, iPad and handheld radio are fully charged and ready for use.

Level 2

1. Report to designated carrier sites or other critical areas as determined by Command Center SEPTA-ACCESS Liaison. (Staff may be assigned to SEPTA-ACCESS headquarters, carrier facilities, agency sites, or on the street, and may cover several locations during the course of their shift)
2. Ensure that carrier locations (i.e.: city & Suburban) and vehicles are free of snow and ice, parking lots are plowed, sanded/salted and in a state of operational readiness. Control Center shall be informed of all conditions that may impact service. Be prepared to respond to problems as service levels dictate. Work cooperatively with Contract Ops Transportation Managers in meeting rider's needs both on the paratransit and fixed route sides of the operation.

Level 3

1. Respond to emergencies or critical situations as directed by Command Center SEPTA-ACCESS Liaison.
2. Report all street and vehicle conditions on an hourly basis to the Command Center Liaison and Contract Operations Dispatch that could impede existing service or delay a return to limited or full service.

Special Instructions: Transportation Managers

Level 1

1. Make certain non-revenue vehicles assigned to the Transportation Managers is ready to respond to emergencies to include but not limited to fueled fully, equipped with a flashlight, batteries, snow shovel, snow removal brush, bags of salt, scoop and bucket, can of de-ice, ice scraper, etc.
2. Prepare for any field assignments by maintaining updating all Contact Lists within the EWP (Emergency Weather Plan). Additionally charging and maintaining all electronic devices accordingly.

Level 2

1. Report to designated location(s) as assigned by the SEPTA-ACCESS Operations Manager/Contract Operations/Germantown District.
 - Staff may be assigned to SEPTA-ACCESS headquarters, carrier facilities, agency sites, or on the street, and may cover several locations during the course of one day.
2. Record information and occurrences on applicable reports. Provide periodic status reports to SEPTA Command Center SEPTA-ACCESS Liaison as instructed.

Level 3

1. Respond to emergencies or critical situations as directed by SEPTA Command Center SEPTA-ACCESS Liaison.
2. Provide hourly status updates to SEPTA Command Center SEPTA-ACCESS Liaison and Contract Operations Germantown District Dispatch.

ATTACHMENT 2: WEATHER EMERGENCY BILLING POLICIES FOR SEPTA-ACCESS

City and Suburban Contractors:

During a Weather Emergency the following steps shall be taken:

1. Level of Service Determination will be made and communicated to the Contractors by SEPTA-ACCESS Control Center personnel.
2. Tour count based on ridership and weather conditions will be established and communicated to each Contractor.
3. If tours are cancelled two hours or more before garage time Contractor will be notified and will not receive payment for cancelled tour.
4. If a tour is cancelled less than two hours prior to a tour leaving base, Contractor will be paid a minimum of two hours.
5. If a tour leaves base, it will be paid a minimum of four hours.
6. If a tour is in service more than four hours the Contractor will be paid for all hours excluding gaps of two hours or more in accordance with normal billing procedures.
7. A limited number of tours may be designated by the Control Center for Standby status to assist with trips that remain late in the day after service has been limited or suspended. The Control Center will notify the carrier real-time and maintain records of start and end times for Standby tours. These tours will be paid from start to end time of Standby status determined by the Control Center.
8. All revenue hour discrepancies during weather emergencies will be handled through the normal dispute process. However, SEPTA-ACCESS Control Center will be responsible for providing documentation for disputes

ATTACHMENT 3: SEPTA-ACCESS CONTRACT CARRIERS AND CONTRACTED OPERATIONS**SPECIAL INSTRUCTIONS: • SEPTA-ACCESS CONTRACT CARRIERS**

During weather-related emergencies, contract carriers will be required to:

- Maintain uninterrupted two-way communication with SEPTA-ACCESS, provide full and timely reports to Control Center and SEPTA management regarding field conditions and service issues. In the event of power outage, cell phones shall be used to maintain communication.
- Deliver all riders home safely; and
- Document trip information accurately and fully.

SPECIAL INSTRUCTIONS: • CONTRACT OPERATIONS FIXED ROUTE CONTRACTORS.

During weather-related emergencies, contract carriers will be required to:

- Maintain hourly timely communication with SEPTA-ACCESS Contract Operations Germantown Dispatch via landline [REDACTED] based on service levels. To include but not limited to monitoring the conditions of roadways throughout your applicable service area, service impacts, missed trips, standing service delays greater than nine (9) minutes and (59) seconds, running service delays greater than five (5) minutes (59) seconds, vehicle availability variance, and operator availability variance.
- In the event of a power outage, cell phone information must be shared with SEPTA-ACCESS Contract Operations Germantown Dispatch and must be used to maintain communication.
- Report and document all trip variance information accurately, timely and fully.
- Maintain constant contact with SEPTA-ACCESS Contract Operations Germantown Depot Dispatch Office via [REDACTED] and/or in the event of a power outage via cell phones.

In addition, carrier Project Managers and Contract Operation contractors will be responsible for specific duties:

Contract Carrier Operations

- Carrying Out Schedules
 - Under emergency conditions, each contract carrier must perform the service, as scheduled, to the best of its ability.

- Decisions regarding the level and volume of service to be provided by each carrier during emergency conditions will be made by the Assistant Chief Officer - SEPTA-ACCESS or designee. Under emergency conditions, unless specifically authorized by the Assistant Chief Officer - SEPTA-ACCESS or designee, *no carrier may increase service, limit service, or cease operation without the expressed prior approval of the Assistant Chief Officer - SEPTA-ACCESS or designee.*
- Reporting to SEPTA
 - Each carrier must maintain uninterrupted contact with SEPTA-ACCESS throughout the weather emergency period. Contract carriers must anticipate power outages and maintain communications with SEPTA using cell phones if necessary. An adequate number of functional cell phones must be maintained in a state of readiness. SEPTA must have an up-to-date list of the phone numbers for these in advance.
 - Each carrier must maintain a "real time" status board depicting the status of its tours, and noting concerns such as stranded vehicles, stranded passengers, breakdowns, and lateness. This information must be kept current so that carrier or SEPTA Contracts Compliance Officers can report it to the Control Center and SEPTA Command Center SEPTA-ACCESS Liaison hourly throughout the weather event.
 - Each carrier must immediately report to SEPTA Contracts Compliance Officers (or, depending on severity, to the Control Center via the Storm Phone) any conditions that inhibit completion of the scheduled service (e.g., power outages, icing, heavy snow, accidents, break-downs, stuck vehicles, flooding, etc.)
 - Any SEPTA-ACCESS carrier who is unable to complete a tour or is uncertain about its ability to complete a tour, must report the situation immediately to the Control Center ([REDACTED])
 - Any Contract Operations Fixed Route Contractor who is unable to complete a run or is uncertain about its ability to complete a run, must report the situation immediately to the Contract Operations Germantown Dispatcher (215-580-6774).

Record Keeping

- Each carrier is responsible for documenting all ride information on each manifest. During weather emergencies, complete, accurate and timely trip coding is critical to identify or verify situations requiring special handling.
- Contract Operations Fixed Route Contractor is responsible documenting all service impacts during a weather emergency including but not limited to missed trips, delayed service, detours, accidents, incidents, passenger pass-ups etc. in a timely and accurate

manner.

Special Instructions: Contract Carrier Project Manager and Contract Operations Fixed Route Contractor

Level 1

1. Ensure all on-duty and stand-by personnel are alerted.
2. Review responsibilities of staff.
3. Check on vehicle and equipment availability. Verify functioning of cell phones and assure lists of cell telephone numbers are current. If backup generators or other emergency power equipment is to be used, verify that equipment is available, functional, and operational.

Level 2

1. Verify availability of staff and vehicles.
2. Identify and advise SEPTA SEPTA-ACCESS of critical areas and service problems.
3. Place added emphasis on safety.
4. Pay particular attention to employee and passenger needs.
5. When providing service in Bucks, Chester, Delaware, or Montgomery Counties: Ensure proper recording of all storms related codes and dispatcher entries. Complete, accurate and timely trip coding is important to verify a situation that may require special handling.
6. Ensure drivers are getting vehicles and leaving garage in a timely fashion.

Level 3

1. When providing service: Be prepared to limit service by canceling and/or reorganizing tours as determined by SEPTA-ACCESS's Assistant Chief Officer or designee.
2. Immediately notify SEPTA-ACCESS in the Storm Center at () of areas in which continued operation presents a safety hazard.
3. Under emergency weather conditions, patrons who have been transported and must be returned home as well as passengers in need of urgent and/or critical medical care must be given top priority.
4. Radio and telephone transmissions are to be brief and to the point.

5. During weather emergencies, the Carrier Project Manager and Contract Operations Fixed Route Contractor must assure that:

- Carrier facilities are maintained free of snow and ice in a timely manner, so that vehicles can exit the lot on time to provide service as scheduled.
- Vehicles are moved to high ground, if necessary, and other pre- cautionary steps taken when flooding is a concern.
- Emergency vehicles suitable to continue to provide whatever service is required are available and ready for use during periods of emergency weather.
- Drivers and support staff understand the policies governing emergency provision of SEPTA service.

ATTACHMENT 4: SEPTA-ACCESS TELEWORK POLICY FOR SEVERE WEATHER

Customized Community Transportation is an operating department of the Authority responsible for providing transportation to the disability and older adult communities. As an operating department, regular telework is prohibited as part of our normal schedule.

Effective immediately, the following positions will be permitted to Telework when the City of Philadelphia government offices are ordered closed for the **entire workday** due to a severe weather event:

- Schedule Makers
- Contact Center Agents (laptops assigned by the Manager)
- Program Eligibility Specialists
- Eligibility Coordinators
- ATC Occupational Therapists (including COTA)
- Administrative Assistant to Assistant Chief Operating Officer

Supervisors and employees should be mindful to anticipate such city office closures and plan accordingly, having all necessary equipment available to work from their alternate duty location. If Teleworking is not possible because of a lack of equipment, employees will either report to work as normally scheduled or request a day off using accrued leave following normal procedure as SEPTA offices will remain open.

All other SEPTA-ACCESS positions are expected to report to work as scheduled. In the event of a partial day (e.g., delayed starts, early dismissals) government office closures by the City of Philadelphia, SEPTA-ACCESS staff will follow their normal work schedule unless directed otherwise by the Assistant Chief Operating Officer or designee.

City of Philadelphia office closures are announced through multiple media outlets. Employees can also sign up for “City of Philadelphia Government Closings” alerts and weather updates from ReadyPhiladelphia at www.phila.gov/ready. All SEPTA-ACCESS employees should also sign up for [SEPTA Now alerts](#).

ATTACHMENT 7 : SAMPLE DRIVERS' NOTICE

SEPTA-ACCESS
DRIVER'S EMERGENCY WEATHER GUIDE

SAFETY FIRST

Regardless of what weather conditions you encounter, either on or off the job, your number one priority is safety. Always allow sufficient time to get where you are going, taking into consideration either existing or predicted road conditions.

GETTING TO WORK

- If you get to work using the SEPTA system, you know that you must allow for schedule variations, lateness, and detours.
- If you operate your private vehicle, make sure it is in proper working order. Also allow sufficient time to clean the vehicle of ice or snow. Plan your route to work based on using roads that are cleared and salted on a priority basis. Allow extra time to park and secure your vehicle.
- If you walk to work, proper footwear and clothing are essential.

GETTING YOUR TOUR OR RUN ON THE STREET

Chances are things will not go as smoothly on a day when we have snow, ice, torrential rain or extreme cold as they do on a beautiful spring morning. **Exercise patience.** Remember everyone else is probably having the same difficulty.

ANTICIPATE THE WORST

Heavy coats, proper footwear and sweaters are a must in extreme weather, as is a hat. Remember, we have had occasions where drivers have, for one reason or another, been on their vehicle for an extended period of time. The best heaters on vehicles have failed on occasions when you need them the most. It also helps to have a little extra money with you for food, drinks, or phone calls, should they become necessary.

RULES ON THE ROAD

Remember to adjust your following distance. Modify your steering, braking, and acceleration to allow for changing conditions of the road surface.

COMPLETING YOUR TOUR

It is likely that during adverse weather conditions you and every other operator will have to contact your dispatcher more frequently. **Be patient.**

15. H

SEPTA ACCESS BILLING POLICY MANUAL

SEPTA ACCESS BILLING POLICY MANUAL

**SEPTA Access
Administration and Finance Department
June 2025**

INTRODUCTION

This **SEPTA ACCESS BILLING POLICY MANUAL** is to be used as a reference for contractor invoicing to SEPTA Access for transportation services rendered. It contains information on items that must be submitted by the contractor as part of the invoice. It also presents specific policies and procedures that contractors must be aware of and comply with as part of their invoice submittals to SEPTA. SEPTA Access reserves the right to add, delete or revise procedures in this manual with thirty (30) business day's prior written notice.

1.0 SEPTA AND CONTRACTOR RESPONSIBILITIES

1.1. SEPTA RESPONSIBILITIES

SEPTA shall provide contractors with training and tools needed to prepare monthly invoices and other related documents contractually required by SEPTA. Within forty-five days of receipt of a notice to proceed, the contractor's billing personnel will be trained in the use of the RideCo software for billing purposes. The contractor shall receive written and hands on training. The training will cover areas including system operations, report processing, and actual invoicing. After training, SEPTA will provide technical support and assistance to the contractor's billing staff, respond to contractor inquiries, and resolve new or outstanding billing issues expeditiously and efficiently.

The Finance Department of ACCESS will endeavor to pay all contractors within 30 days from receipt of a complete invoice. A complete invoice is defined herein as one that has all required carrier documentation needed by the SEPTA Billing Staff to review, validate, and reconcile all invoiced contractor charges using contractor and SEPTA information. Incomplete invoices will not be processed. The 30-day processing period will start upon receipt of a complete invoice including documentation. Under special circumstances when a contractor will not be paid within 30 days, SEPTA will notify the contractor with the reason and an expected date for payment. Notification will be made either orally or in writing if the circumstances warrant it.

1.2. CONTRACTOR RESPONSIBILITIES

The Contractor shall submit to SEPTA within five days but not more than once each calendar month, an invoice for payment for services rendered in the preceding month. Supporting back-up documents must be emailed to and received prior to SEPTA conducting a review of the invoice. Contractor will submit its invoice in the format requested in the Access Billing Policy Manual. Contractor shall keep written records in reasonable detail of all services performed under the Agreement. Pursuant to federal, state and/or regulatory requirements, all financial data, written records, reports, manifest and information prepared, generated or obtained in connection with the contractor services for SEPTA shall be made available during the agreement and for five (5) years after the agreement has ended.

As part of Diesel Fuel Escalation/De-escalation Provision, the Contractor is required to submit to SEPTA, copies of all receipts for fuel (gasoline/diesel) utilized in the performance of the contract within thirty (30) after the close of each fiscal month. Request for fuel escalation/de-escalation shall be forwarded to SEPTA quarterly thirty (30) day after the end of each fiscal quarter.

1.3. LOCAL, STATE AND FEDERAL REGULATIONS

SEPTA is mandated to submit various federal and state forms and/or reports. To complete them, it is necessary that SEPTA coordinate with the Contractors. Currently it is mandatory that every contractor submits yearly an Operating Expense Summary (federal form 301), insurance, driver staffing levels, and paid hours. Details on the reports required and submittal timetable are shown in Section 2.0. Furthermore, from time to time, Contractors will be required to complete upon request any federal and state forms and/or reports within the prescribed time frame set forth at the time of the request.

2.0 SUMMARY OF REQUIRED SUBMISSIONS

As part of the invoicing process, the Contractor is required to submit documents to Access to validate information that later will become part of the invoice. Listed below are the items, forms and due dates for contractor submittals. All sample forms are included in Attachment 1 to this Manual. Due to the size and number of invoices processed during a month, it is essential contractors adhere to the due dates noted below. Failure to do so may result in invoice processing delays.

INFORMATION SUBMITTAL MILESTONES		
Item		Due
Contractor Invoice	FORM #1	Monthly, no later than the fifth (5 th) business day following the close of the fiscal month
Drivers Paid Hours	FORM #2	Monthly, included with the contractor invoice
Revenue Hours	FORM #3	Submit data as completed, also include with the contractor invoice form
Vehicle Insurance Certificate	FORM #4	May 1 st of each service year.
DOT Grants Driver Statistical Worksheet	FORM #5	Due monthly, along with the Invoice.
DOT Grants Fuel Consumption	FORM #6	Due monthly and submitted with the invoice.

3.0 GENERAL BILLING POLICY RULES AND GUIDELINES

3.1 REVENUE HOUR

Contractors are paid based on total revenue hours operated over a fiscal month at the agreed upon contractual hourly rate. Furthermore, SEPTA shall reimburse contractors only for SEPTA approved revenue hours which have been documented and verified.

Revenue Hours, also referred to as *Demand Response Revenue Hours*, are calculated in the trip scheduling software system and reflected in the vehicle manifest display, from the beginning of the first scheduled pick up (excluding early cancellations) to the last scheduled drop-off (excluding early cancellations). Revenue hours will exclude breaks, time spent offline, or deadhead vehicle hours (i.e., non-passenger hours to and from the operating base or garage).

3.2 LATE CANCELS AND NO SHOWS

For billing purposes, a late cancellation occurs whenever a patron cancels a trip two hours or less from the scheduled pickup. A customer no-show occurs if the trip is not cancelled by the patron and the patron is not available for pick up when the driver arrives at scheduled pick-up time. Please note that patron cancellations during a weather emergency are handled differently as discussed in Section 6.0.

No-shows, companion no-shows, and companion add-ons should be reported immediately to the SEPTA Control Center. If no-shows are not reported, these rides are considered completed trips and contractors will be expected to submit the appropriate fare. If the driver does not record in the manifest any changes approved by the Control Center including late cancels and no-shows, these rides will be subjected to review, and when applicable, the appropriate fare will be expected.

3.3 OPERATIONAL ERRORS

The Finance Department must account for errors made by SEPTA Access and/or the contractor as it delivers service to its customers. As an example, the incorrect assignment of an ambulatory vehicle to handle a wheelchair bound patron trip that prevents the driver from picking up the patron constitutes a SEPTA operational error. In such case, the driver must communicate with the SEPTA Control Center to address this problem. From a billing perspective, the vehicle remains in revenue service and the contractor will be paid for the scheduled time associated with this trip. However, if there is a turn-back that is the contractor's fault, the contractor is not paid for the applicable hour(s) and SEPTA may apply liquidated damages. This assessment will appear on the monthly invoice with the date the liquidated damage occurred as well as its associated amount.

3.4 USE OF GPS DATA TO VALIDATE HOURS

In addition to using the driver's "Completed Time" from the RideCo software, SEPTA uses GPS data to validate driver trip performance times. The GPS data enables SEPTA and the contractor's billing staff to more objectively and accurately reconcile billed revenue hours. Its use in validation and reconciliation of revenue hours in no way changes the billing process. Carrier invoices continue to be reconciled based on accurate accounting of completed times for patrons pick up and drop offs.

GPS data provides validation and ensures accuracy over the driver generated "Completed Time" statistic. Contractors are still paid based on the RideCo "Completed Time" except in cases where the driver performed the stop time incorrectly because the vehicle, per GPS data, is not at the correct location or the time does not match the location when the "Completed Time" was performed. When clear discrepancies exist between driver "Completed Time" and the GPS, the data from the GPS data takes precedence and is used to calculate revenue hours. Contractors will be provided detailed GPS location and time data supporting SEPTA's decision to use GPS.

When GPS data for a specific tour is unavailable due to hardware or software failure, revenue hours are calculated as followed:

- Drivers performing trips outside the scheduled window must notify the Control Center with the reason for early or late pick up and drop offs of trips. The Control Center will be responsible for documenting the reason in the system.
- When the GPS system is down altogether, revenue hours are calculated as followed:

City Revenue Hour Calculation: When the system is down and no GPS data exists to point when a driver arrived on location, the Access Billing Staff will use the driver's Completed time which can be up to one (1) hour after the Locked time and up to twenty (20) minutes before the Locked time. If the drivers' time is more than one (1) hour over the locked time, Billing will use as Completed Time up to one (1) hour after the Locked time. If the driver arrives more than 20 minutes early, the Completed Time used will be up to 20 minutes before the Locked Time.

Suburban Revenue Hour Calculation – When the system is down and there is no GPS data to determine when a driver arrived on location, staff will use the driver's Completed Time up to twenty (20) minutes after the Locked time and up to the (10) minutes before the Locked time. If the drivers' time is more than twenty (20) minutes over the Locked time, the performance time will be up to twenty (20) minutes after the Locked time. If the driver arrives more than then (10) minutes early the performance time will be up to (10) minutes before the Locked time.

- The difference in the windows for City and Suburban trips when the system is down is based on studies of the impact on congestion on suburban and city traffic - namely, congestion and other problems are significantly greater in the City and therefore the larger window used to accommodate drivers being early or late.

4.0 CONTRACTOR INVOICING

The contractor shall submit to SEPTA a monthly invoice for payment of services rendered for the prior fiscal month. The original invoice should be received by the fifth (5th) business day after the close of the fiscal month (see FORM #1 contractor invoice). It should have all the necessary supporting documentation to enable the Billing Staff to review and reconcile the invoice. Email contact information for the Billing Staff will be provided to the Contractor.

Contractors are requested to observe established deadlines to enable SEPTA to reimburse them within the timeframe stipulated in the Contract. SEPTA will not be responsible for the contractor's financial status should these deadlines not be observed. Failure to abide by this timetable will result in delayed invoice processing.

This section of the manual contains instructions on how to successfully complete an invoice for submittal to SEPTA Access. Accurately entering the information on the Forms will prevent the delay of SEPTA paying the invoice on time.

4.1 RESOURCES AVAILABLE TO CONTRACTOR

SEPTA generates reports designed to meet the needs of Contractors in simplifying the reconciliation of hours and fares to be included with the submittal of the monthly invoice. Those reports include:

- Fiscal Monthly Shift Hours Report – This report contains the Service and Revenue hours for the carrier broken down by date and tour.
- Fiscal Monthly Billing Reports – This report displays all the Cash, Travel Wallet, and Trailpasses. Also displays all the rides performed broken down by ADA and SRP.

Note that the above reports are in addition to the contractor's read-only access to the service database from the RideCo Software. On the aggregate, this information allows a Contractor to initiate the billing process by comparing the SEPTA data against contractor information as well as data from any of the above sources to identify and reconcile any SEPTA-Contractor differences.

4.2 PREPARING THE INVOICE

In Form # 1, copy attached, provide the information on the top of the form as well as Section A, B, C and D as follow:

4.2.1 General Information

- Print the contractor's name, address, contact person, and telephone number on the line provided at the upper left-hand section of the invoice worksheet.
- Confirm that the six (6) digit SEPTA Purchase Order (PO) Number on the line provided at the top right-hand section of the worksheet is correct. This PO number must be accurate for the invoice to be processed by SEPTA's Accounts Payable Department. Inaccurate Purchase Order (PO) Numbers may cause a delay in payments.
- Print the contractor invoice number on the line provided.
- Enter the dates representing the period covered. These dates should correspond to the budget month represented on the SEPTA fiscal budget calendar.

4.2.2 Section A - Contractor Costs

- **Revenue Hours** - Enter the total number of revenue hours on the line provided.
- **Cost Per Hour** - Enter the rate established by the SEPTA contract for the period being billed. The rate should be the exact amount in dollars and cents.
- **Amount Due** - For each line item listed, calculate the amount due by multiplying the *total number of revenue hours* completed times (x) the *dollar rate per hour*.
- **Total Revenue hour Cost** - The total revenue hour cost represents the sum of all the line-item amounts on the amount due lines; these figures will be verified by SEPTA Billing Staff. It is imperative that both the individual Amount Due line and the total hour costs be accurate. Mathematical errors will increase processing time.
- **Other Costs** - This category only applies if the contractor is billing for additional contractual services previously authorized by SEPTA. These service costs must be pre-approved by SEPTA to receive reimbursement. If the contractor has authorized and pre-approved service costs that qualify for billing, the Contractor must enter the pre-approved rate, the number of units as well as the total amount due for services rendered.

4.2.3 Section B – invoice Summary

- **Total Contractor Costs** - The total contractor costs should represent the sum of total hours and associated cost plus other eligible costs.
- **Cash Fare Collected** - This is the total amount of cash fares the contractor received from patrons for completed trips. The total should include all monies received. This amount is an advance payment retained by the contractor and therefore is deducted from the total contractor costs. The amount will be verified by SEPTA's Billing Staff.
- **Total Invoice Amount** - The total contractor costs minus cash fare collected.

4.2.4 Section C - Certifications

- **Authorized Signature** - Only personnel authorized by the contractor and agreed upon by SEPTA can sign the invoice worksheet. Any person who is not authorized will cause the invoice to be delayed until SEPTA receives proper authorization.

4.2.5 Section D – Adjustments

This Section is completed by SEPTA and include recurring adjustments to the contractor invoice. Those include the following:

- **Recurring Adjustments** – These adjustments are completed by SEPTA and include recurring adjustments to the contract invoices. These include, but are not limited to the following:
 - **Service Related Liquidated Damages**

Liquidated damages are used when the contractor does not perform as required by the Contract. They compensate SEPTA for real or potential costs resulting from the Contractor's failure to perform. Liquidated damages assessed as a result of service violations that occur during the transporting of clients will be imposed by the Dispatch Department. Whenever service liquidated damages are assessed, they will typically be deducted from the same contractor invoice that the related rides are billed on.
 - **Safety- Service Related Liquidated Damages**

Equipment and safety related liquidated damages are assessed by the Contract Compliance Department. The contractor will be notified at the time of the inspection of any findings leading to the assessment of liquidated damages. All

Safety/Service-related liquidated damages are deducted from the contractor invoice after issuance by the Contract Compliance Department.

- **Missing Fare Charge**

Fares reported on the manifests that the contractor failed to collect. The amount of missing fares is calculated by SEPTA and deducted in the contractor invoice package.

- **Charges for Drug & Alcohol Testing Services**

Based on contract terms, drug and alcohol testing for contractor drivers is performed through SEPTA. Contractor will get a monthly bill for the cost of testing services rendered during the month.

- **Charges for Equipment Damaged by Drivers**

Charges resulting from damage to mobile tablet computers and other related equipment on-board Access vehicles

- **Total Adjustments** - The total of all dollar values included in the adjustments section, which sometime may include adjustments from previous month's invoice for revenue hour and/or fares.
- **Total Amount Approved** - The total amount approved by SEPTA for payment to the contractor.

4.3 PAYMENT FOR TRANSPORTATION SERVICES RENDERED

SEPTA shall endeavor to promptly process the Contractor's billing invoices. SEPTA'S Accounts Payable Department will observe a thirty (30) day and net payable schedule unless an alternative schedule of payments is agreed upon by both parties. Contractor payments will be remitted via the U.S. mail according to the Accounts Payable Department's payment processing cycle.

4.4 DISPUTE RESOLUTION

In the event of a dispute between SEPTA and the contractor over billable charges, SEPTA shall withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices (less, if any, liquidated damages) shall not be withheld. SEPTA shall make a determination and offer a resolution within thirty (30) business days after documentation has been provided. Contractor shall provide any and/or all documentation pertaining to the amount in question. SEPTA shall review all documentation and make a determination. SEPTA's decision is final. Any incomplete or unsubstantiated billings from the Contractor for work completed will not be reimbursed to the Contractor. Any pattern or practice of such billings may result in termination of Contractor's Contract and possible SEPTA legal action.

The Contractor shall require its subcontractors to keep written records in reasonable detail of all services performed by them for the Contractor under the agreement and to maintain all books, data information and records in a form that will support the invoice billed to the contractor

5.0 HANDLING OF FARES

5.1 TRAILPASSES & TRAVEL WALLET

Contractors are responsible for ensuring that drivers collect and process fares, including trail passes and travel wallets. After checking the appropriate ID to ensure the correct patron, the driver must identify how the patron will be paying and then select the appropriate option for the fare instrument on the driver tablet.

If electronic payments are unable to be completed on the driver tablet, drivers are to immediately contact the Control Center. Control Center will provide the driver with instructions how to proceed, based on the specific situation. If the wrong payment type was incorrectly entered, it is the driver's responsibility to correct the payment type on the driver tablet. If a driver is unable to correct the form of payment, they should contact the Control Center.

5.2 CASH PAYMENTS

Contractors are responsible for ensuring that drivers collect and process fares, including cash fares. When guests indicate they will be paying with cash, the driver must select the appropriate option of the driver tablet before accepting payment from the patron.

Carriers are responsible for their own reconciliation and handling of cash fares. To facilitate the carriers with this process the *Daily Provider Payment Confirmation Report* is made available. Cash collected for the fiscal month must be reported on the carrier submitted invoice Form #1. Carriers are responsible for shortages when less cash is collected than what is being reported in the system, with the balance being deducted from the invoice payment.

6.0 REQUIREMENTS AND BILLING FOR SERVICES RENDERED DURING EMERGENCIES

In the event of a weather emergency in Philadelphia, Bucks, Montgomery, Chester, and Delaware Counties leading to a reduction or cancellation of SEPTA Access service, a complete and accurate accounting of all vehicle hours by carrier is required. If the level of service is reduced or if there is no service, the carriers will be notified at least two hours before the first tour is in operation. The carriers must be notified by fax and phone. The fax must be signed by the Contract Carrier Project Manager or a designee at each carrier site and faxed back to the SEPTA Access Control Center. Failure to notify the Contract Carrier in a timely fashion will result in SEPTA paying for a minimum of two (2) hours service for each tour affected by the service reduction and scheduled to leave the carrier's garage, whether the tour actually operates or not.

Once a vehicle is in operation, SEPTA will pay the carrier for all verified revenue hours of service operated by each vehicle. If a tour is extended beyond the original time scheduled, the Control Center supervisors will be responsible for all time adjustments. All extended times of service must be verified in writing by each carrier affected by extended tours. The document must be signed by the Contract Carriers Project Manager or designee. All correspondence between the SEPTA Access Control Center and Contract Carriers must take place on the day the emergency occurs to avoid conflict between SEPTA and the carrier.

In special cases, when a service disruption or weather emergency arise, it may be necessary for the Control Center to have stand-by vehicles ready for deployment to service patrons whose trips were not scheduled in advance or whose itineraries are running behind schedule. While the performance of this function does not neatly fall under the strict definition of revenue hours, it nevertheless is a billable service. When this special service is provided by the carriers, it will be the sole responsibility of the Control Center to track the hours they are requesting be paid to each Contract Carrier. The documentation must include the carrier's name, tour number(s) and start/end time of hours to be paid. The Director of Operations or his designee must sign all documentation.

The policies and procedures stated here in are applicable to all weather-related emergency conditions. These policies and procedures are also followed in case of any general emergency, unrelated weather, which affect operation of Paratransit service.

When an emergency is predicted for a future period, Paratransit management decides whether to operate full, limited or no service.

- **Full Service:** All tours are operated.
- **Limited Service:** Trips are operated only for persons with standing orders who are traveling to/from work and/or kidney dialysis treatment.
- **No Service:** No trips are operated.

During a Weather Emergency the following steps shall be taken:

1. Level of Service Determination will be made and communicated to the Contractors by Access Control Center personnel
2. Tour count based on ridership and weather conditions will be established and communicated to each Contractor
3. If tours are cancelled two hours before garage time Contractor will be notified and will not receive payment for cancelled tour.
4. If a tour is cancelled less than two hours prior to tour leaving base, Contractor will be paid a minimum of two hours
5. If a tour leaves base, it will be paid a minimum of four hours plus any additional hours determined by Control Center
6. If a tour is in service more than four hours the Contractor will be paid for all hours
7. If a tour leaves base but is shut down prior to its scheduled ending garage time, the Contractor will be notified of last drop off and shutdown determination
8. Any issues that arise due to tour adjustments should be handled with the Control Center supervisor during day of service or with the Manager of the Control Center no later than the next day
9. All revenue hours discrepancies during weather emergencies will be handled through the normal dispute process. However, Access Control Center will be responsible for providing documentation for disputes.

7.0 AUDIT REQUIREMENTS

All contractors under agreement with SEPTA are subject to periodic audits performed by SEPTA personnel. An examination of the Contractor's financial and/or operation records will be undertaken to determine the reasonableness of the amounts billed under the contract in accordance with SEPTA's contract and other state and local auditing requirements. SEPTA's audit staff will contact the contractor to discuss areas to be covered during each audit and schedule a mutually convenient date for the audit. All contractors will be expected to provide a place for the auditor to work and to provide all material documents as requested.

Contractors shall keep written records in reasonable detail of all services, financial data, reports, work sheets, data and information prepared, generated, or obtained in connection with the Contractor's performance under the agreement. The Contractor shall permit the audit and examination of the aforementioned material including the making of excerpts and transcriptions, by appropriate officers or representatives of SEPTA and any governmental funding agency providing financial assistance for the Project, including but not limited to the United States Department of Transportation, the Office of the Comptroller General of the United States, and the Pennsylvania Department of Transportation.

SEPTA also reserves the right to perform random on-site audits at the contractor's location(s).

**SEPTA PARATRANSIT INVOICE WORKSHEET
CITY SERVICE**

CARRIER NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

PURCHASE ORDER: _____
INVOICE NUMBER: _____
PERIOD COVERED: **FROM** 1/1/24
TO 1/1/24
DATE OF INVOICE: 1/1/24
DATE RECEIVED: _____
DATE OF PAYMENT: _____

A. CARRIER COSTS

	Revenue Hours	Cost Per Hour	Amount Due
Week 1	0.00	\$0.00	\$ 0.00
Week 2	0.00	\$0.00	\$ 0.00
Week 3	0.00	\$0.00	\$ 0.00
Week 4	0.00	\$0.00	\$ 0.00
Week 5	0.00	\$0.00	\$ 0.00
	0.00		

TOTAL TRIP COSTS \$ 0.00

OTHER COSTS

Other: _____
Other: _____

TOTAL OTHER COSTS \$ 0.00

B. INVOICE SUMMARY

TOTAL CARRIER COSTS \$ 0.00
Less Cash Fare Collected \$ _____
Less Missing Fare Charge \$ _____
TOTAL CASH \$ 0.00
TOTAL INVOICE AMOUNT \$ 0.00

C. CERTIFICATION:

I hereby certify under penalty of perjury that this bill is a true and complete statement of the services rendered in conformity with the terms of this contract inclusive of the dates indicated.

AUTHORIZED SIGNATURE: _____

*****FOR SEPTA USE ONLY*****

D. ADJUSTMENTS:

Liquidated Damages	\$ 0.00
Missing Fare Charge	\$ 0.00
Medical Department Charges	\$ 0.00
Revenue Hour Adjustments	\$ 0.00
MDT Misuse/Abuse	\$ 0.00
Other	\$ 0.00
Other	\$ 0.00
Total Adjustments	\$ 0.00
TOTAL AMOUNT APPROVED	\$ 0.00

Invoice Form #1, Invoice Worksheet

Instructions for completing this Form are found on Section 4.2 of the Manual

DRIVER PAID HOURS

CARRIER NAME _____

PERIOD COVERED: From _____ **TO** _____

	<i>Total Hours Paid To Drivers to Operate Vehicles</i>	<i>Total Hours Owners Or Volunteers Operated Vehicles</i>	<i>TOTAL PAID DRIVER HOURS</i>
WEEK #1			
WEEK #2			
WEEK #3			
WEEK #4			
WEEK #5			
TOTAL			
Total hours consists of the time for which compensation is paid drivers to operate vehicles. This figure should also include hours driven by person not directly compensated as drivers, such as owners or volunteers, but should not include hours paid for vacations, overtime premiums, sick leave or for other times when driver is not available to provide service.			
<i>Authorized Signature</i> _____		<i>Date</i> _____	
		<i>Invoice Form #</i>	

Driver Paid Hours are the hours paid to drivers for each tour operated under the contract. The hours must include all hours paid to driver for service. The hours should be included along with the contractor invoice for payment. Failure to submit driver paid hours will result in a delay of payment for services rendered.

Invoice Form #2, Driver Paid Hours

CALCULATION OF SERVICE AND REVENUE HOURS

								END	Service	Deadhead	Contractor	Septa	Variance
TOUR	GARAGE	BEGIN	END	HOURS	BEGIN	END	HOURS	GARAGE	Hours	Hours	Revenue Hours	Revenue Hours	
801				0:00			0:00		0.00	0.00	0.00		0.00
802				0:00			0:00		0.00	0.00	0.00		0.00
803				0:00			0:00		0.00	0.00	0.00		0.00
804				0:00			0:00		0.00	0.00	0.00		0.00
805				0:00			0:00		0.00	0.00	0.00		0.00
806				0:00			0:00		0.00	0.00	0.00		0.00
807				0:00			0:00		0.00	0.00	0.00		0.00
808				0:00			0:00		0.00	0.00	0.00		0.00
809				0:00			0:00		0.00	0.00	0.00		0.00
810				0:00			0:00		0.00	0.00	0.00		0.00
811				0:00			0:00		0.00	0.00	0.00		0.00
812				0:00			0:00		0.00	0.00	0.00		0.00
813				0:00			0:00		0.00	0.00	0.00		0.00
814				0:00			0:00		0.00	0.00	0.00		0.00
815				0:00			0:00		0.00	0.00	0.00		0.00
816				0:00			0:00		0.00	0.00	0.00		0.00
817				0:00			0:00		0.00	0.00	0.00		0.00
818				0:00			0:00		0.00	0.00	0.00		0.00
819				0:00			0:00		0.00	0.00	0.00		0.00
820				0:00			0:00		0.00	0.00	0.00		0.00
821				0:00			0:00		0.00	0.00	0.00		0.00
822				0:00			0:00		0.00	0.00	0.00		0.00
823				0:00			0:00		0.00	0.00	0.00		0.00
824				0:00			0:00		0.00	0.00	0.00		0.00
825				0:00			0:00		0.00	0.00	0.00		0.00
826				0:00			0:00		0.00	0.00	0.00		0.00
827				0:00			0:00		0.00	0.00	0.00		0.00
828				0:00			0:00		0.00	0.00	0.00		0.00
829				0:00			0:00		0.00	0.00	0.00		0.00
830				0:00			0:00		0.00	0.00	0.00		0.00
831				0:00			0:00		0.00	0.00	0.00		0.00
833				0:00			0:00		0.00	0.00	0.00		0.00
									0.00	0.00			0.00
								Revenue Hours:			0.00	0.00	0.00

Invoice Form #3, Revenue Hours Calculation

VEHICLE INSURANCE CERTIFICATION

COMPLETE ONE CERTIFICATION FOR THE APPLICANT AND FOR EACH SUBCONTRACTOR

Name of Applicant/Subcontractor _____

CURRENT PERIOD OF COVERAGE FROM _____ TO _____	
INSURANCE COMPANY _____	
Cost of coverage:	Limits of coverage:
\$ _____	Liability _____
\$ _____	Comprehensive _____
\$ _____	Collision _____
\$ _____	Other – Specify: _____

Certification Statement (MUST BE COMPLETED BY INSURED):

I certify that I have obtained or will obtain insurance equivalent to that identified above for the period _____ through _____ and will require the insurance company to provide the Department with at least 60 days' notice prior to any cancellation or change in the policy.

Signed: _____ Date _____
Signature of Person Responsible for Obtaining Insurance

The Contractor shall submit to SEPTA a completed Vehicle Insurance Certificate (FORM #7). The original certificate should be received by May 1st for each service year. The certificate should be mailed or delivered to:

SEPTA Access, Paratransit Division
Attention R. Thompson-Smith
1234 Market St 4th Floor, Philadelphia, PA 19107

Failure to abide by this timetable may result in delayed invoice processing. Contractors are requested to strictly observe the established deadline in order to meet their financial obligations.

Invoice Form #4, Vehicle Insurance Certification

CONTRACTOR: _____						Submittal for Fiscal Month: _____					
Gas/Gasohal		From:									
		To:		0.000	x	0.000		\$0.00			
				no.of gallons		state tax per gal.		<u>state tax claimed</u>			
Undyed Diesel/Biodiesel		From:		0.000	x	0.000		\$0.00			
		To:		no.of gallons		state tax per gal.		<u>state tax claimed</u>			
E-85		From:		0.000	x	0.000		\$0.00			
		To:		no.of gallons		state tax per gal.		<u>state tax claimed</u>			
						Total Tax Claimed		\$0.00			
Authorized Sdignature _____						Date _____					
* To be submitted monthly with the Invoice.											

Invoice Form #5, DOT Grants Fuel Consumption

MONTHLY DRIVER STATISTICS

Contractor Name: _____

MONTH REPORTING:								
1. Number of Full Time Drivers :								
2. Number of Part - Time Drivers:								
3. Average Driver Pay Rate:								
Authorized Signature _____						Date _____		

The Contractor shall submit to SEPTA a completed DOT Grant Driver Statistical Worksheet (FORM #8). The original worksheet should be submitted quarterly on the first day following the end of each quarter. The worksheet should be mailed or delivered to:

SEPTA Access, Paratransit Division
Attention Finance
1234 Market St 4th Floor
Philadelphia, PA 19107

Failure to abide by this time table may result in delayed invoice processing. Contractors are requested to strictly observe the established deadline in order to meet their financial obligations.

Invoice Form #6, Monthly Drivers Statistics

15. I

RELEASE OF INFORMATION CONCERNING INSURANCE

RELEASE OF INFORMATION CONCERNING INSURANCE

I, [Name of Paratransit Provider's President or other authorized Corporate Officer]

_____, on
behalf of [Name of Paratransit Provider's Official Corporate Name]

_____, ("Paratransit Provider") in
of our company's response to SEPTA's Request for Proposals for the Operation of ADA Paratransit and Shared Ride Program (SRP) Services in Chester County ("SEPTA's RFP"), do hereby authorize SEPTA and/or their authorized officers, employees and representatives to obtain from all insurance carriers which have provided insurance to Paratransit Provider within the last five (5) years information concerning Paratransit Provider's loss history, reserves, paid to date figures and expense figures (allocated and unallocated) and any other information pertaining to the Paratransit Provider's insurance that is deemed necessary by SEPTA.

I further authorize SEPTA to use any information SEPTA may learn as a result of this RELEASE in evaluating the Paratransit Provider's response to SEPTA's RFP.

I further authorize SEPTA to provide a photographic copy or the original of this Release of Information to any insurance company, which has provided insurance to the Paratransit Provider as good and sufficient evidence of its full and complete authorization for SEPTA to obtain such insurance information and to such insurance companies, that they may at time or times promptly release such information, including copies of such information from their files, to SEPTA and/or its authorized officers, employees or representatives.

The Paratransit Provider, for itself and its employees, Board members, officers, agents, contractors, licensees, and invitees hereby releases SEPTA from and against any and all liability, claims, suits, cost, expense, damages, or counsel fees as a result, direct or indirect, of this Release of information.

Paratransit Provider

BY: _____
President

DATE: _____

15. J

FLEET ROSTER

Philadelphia County

Ph3 (Contract 1)

and

Ph7 (Contract 2)

Contract 1

15.J. Fleet Roster - Ph3

5/7/2025

	Unit	Year	Make/Model	Dimensions	Amb. Seats	WC Pos.	Odometer 5/6/2025	Odometer 5/6/2026	Annual Miles	Fuel	Estimated Replacement Yr
1	6258	2016	CEO/Metrolite	20X80-AMB	12	0	126,359	146,359	20,000	Gas	FY 2025
2	6255	2016	CEO/Metrolite	20X80-AMB	12	0	110,542	130,542	20,000	Gas	FY 2025
3	6259	2017	CEO/Metrolite	20X80-AMB	12	0	92,755	110,255	17,500	Gas	FY 2025
4	6262	2017	CEO/Metrolite	20X80-AMB	12	0	84,756	102,256	17,500	Gas	FY 2025
5	6265	2017	CEO/Metrolite	20X80-AMB	12	0	76,078	93,578	17,500	Gas	FY 2025
6	6281	2017	CEO/Metrolite	20X80-AMB	12	0	97,334	114,834	17,500	Gas	FY 2025
7	6282	2017	CEO/Metrolite	20X80-AMB	12	0	96,824	114,324	17,500	Gas	FY 2025
8	6286	2017	CEO/Metrolite	20X80-AMB	12	0	127,213	144,713	17,500	Gas	FY 2025
9	6294	2017	CEO/Metro lite	20X80-AMB	12	0	99,684	117,184	17,500	Gas	FY 2025
10	6300	2018	CEO/Metrolite	20X80-AMB	12	0	99,967	117,367	17,400	Gas	FY 2026
11	6311	2018	CEO/Metrolite	20X80-AMB	12	0	108,590	125,990	17,400	Gas	FY 2026
12	6312	2018	CEO/Metro lite	20X80-AMB	12	0	86,448	103,848	17,400	Gas	FY 2026
13	6313	2018	CEO/Metrolite	20X80-AMB	12	0	129,968	147,368	17,400	Gas	FY 2026
14	6314	2018	CEO/Metrolite	20X80-AMB	12	0	145,427	162,827	17,400	Gas	FY 2026
15	6327	2018	CEO/Metrolite	20X80-AMB	12	0	125,554	142,954	17,400	Gas	FY 2026
16	6329	2018	CEO/Metrolite	20X80-AMB	12	0	119,436	136,836	17,400	Gas	FY 2026
17	6334	2019	CEO/Metrolite	20X80-AMB	12	0	98,003	116,403	18,400	Gas	FY 2027
18	6337	2019	CEO/Metrolite	20X80-AMB	12	0	93,302	111,702	18,400	Gas	FY 2027
19	6339	2019	CEO/Metrolite	20X80-AMB	12	0	85,395	103,795	18,400	Gas	FY 2027
20	6343	2019	CEO/Metrolite	20X80-AMB	12	0	99,488	117,888	18,400	Gas	FY 2027
21	6349	2019	CEO/Metrolite	20X80-AMB	12	0	44,596	62,996	18,400	Gas	FY 2027
22	6352	2019	CEO/Metrolite	20X80-AMB	12	0	75,101	93,501	18,400	Gas	FY 2027
23	6353	2019	CEO/Metrolite	20X80-AMB	12	0	79,482	97,882	18,400	Gas	FY 2027
24	6357	2019	CEO/Metrolite	20X80-AMB	12	0	73,530	91,930	18,400	Gas	FY 2027
25	6361	2019	CEO/Metrolite	20X80-AMB	12	0	85,343	103,743	18,400	Gas	FY 2027
26	6363	2019	CEO/Metrolite	20X80-AMB	12	0	58,385	76,785	18,400	Gas	FY 2027
27	6003	2021	CEO/Metrolite	20X80-AMB	12	0	93,987	117,887	23,900	Gas	FY 2028
28	6382	2021	CEO/Metrolite	20X80-AMB	12	0	95,793	119,693	23,900	Gas	FY 2028
29	6387	2021	CEO/Metrolite	20X80-AMB	12	0	86,746	110,646	23,900	Gas	FY 2028
30	6388	2021	CEO/Metrolite	20X80-AMB	12	0	109,357	133,257	23,900	Gas	FY 2028
31	6389	2021	CEO/Metrolite	20X80-AMB	12	0	131,442	155,342	23,900	Gas	FY 2028
1	6595	2017	CEO/Phoenix	22X84-WCL	4	3	172,451	189,151	16,700	Gas	FY 2025
2	6596	2017	CEO/Phoenix	22X84-WCL	4	3	169,322	186,022	16,700	Gas	FY 2025
3	6603	2017	CEO/Phoenix	22X84-WCL	4	3	173,365	190,065	16,700	Gas	FY 2025
4	6634	2018	CEO/Phoenix	22X84-WCL	4	3	181,543	203,643	22,100	Gas	FY 2025
5	6644	2018	CEO/Phoenix	22X84-WCL	4	3	153,237	175,337	22,100	Gas	FY 2025
6	6645	2018	CEO/Phoenix	22X84-WCL	4	3	143,731	165,831	22,100	Gas	FY 2025
7	6653	2018	CEO/Phoenix	22X84-WCL	4	3	159,979	182,079	22,100	Gas	FY 2025
8	6682	2019	CEO/Phoenix	22X84-WCL	4	3	101,497	121,897	20,400	Gas	FY 2026
9	6683	2019	CEO/Phoenix	22X84-WCL	4	3	138,647	159,047	20,400	Gas	FY 2026
10	6686	2019	CEO/Phoenix	22X84-WCL	4	3	143,190	163,590	20,400	Gas	FY 2026
11	6687	2019	CEO/Phoenix	22X84-WCL	4	3	130,498	150,898	20,400	Gas	FY 2026
12	6418	2024	CEO/Phoenix	22X84-WCL	4	3	30,866	56,866	26,000	Gas	FY 2029
13	6428	2024	CEO/Phoenix	22X84-WCL	4	3	35,843	61,843	26,000	Gas	FY 2029
14	6430	2024	CEO/Phoenix	22X84-WCL	4	3	39,908	65,908	26,000	Gas	FY 2029
15	6433	2024	CEO/Phoenix	22X84-WCL	4	3	35,084	61,084	26,000	Gas	FY 2029
16	6434	2024	CEO/Phoenix	22X84-WCL	4	3	35,871	61,871	26,000	Gas	FY 2029
17	6435	2024	CEO/Phoenix	22X84-WCL	4	3	40,564	66,564	26,000	Gas	FY 2029
18	6444	2024	CEO/Phoenix	22X84-WCL	4	3	38,735	64,735	26,000	Gas	FY 2029
19	6449	2024	CEO/Phoenix	22X84-WCL	4	3	27,724	53,724	26,000	Gas	FY 2029
20	6457	2024	CEO/Phoenix	22X84-WCL	4	3	29,681	55,681	26,000	Gas	FY 2029
21	6458	2024	CEO/Phoenix	22X84-WCL	4	3	36,879	62,879	26,000	Gas	FY 2029
22	6462	2024	CEO/Phoenix	22X84-WCL	4	3	29,359	55,359	26,000	Gas	FY 2029
23	6465	2024	CEO/Phoenix	22X84-WCL	4	3	32,395	58,395	26,000	Gas	FY 2029
24	6468	2024	CEO/Phoenix	22X84-WCL	4	3	38,187	64,187	26,000	Gas	FY 2029

Total: 1,145,900

Contract 2

15.J. Fleet Roster - Ph7

5/7/2025

	Unit	Year	Make/Model	Dimensions	Amb. Seats	WC Pos.	Odometer 5/6/2025	Odometer 5/6/2026	Annual Miles	Fuel	Estimated Replacement Yr
1	D6266	2017	CEO/Metrolite	20X80-AMB	12	0	92,819	109,119	16,300	Gas	FY 2025
2	D6267	2017	CEO/Metrolite	20X80-AMB	12	0	82,476	98,776	16,300	Gas	FY 2025
3	D6270	2017	CEQ/Metrolite	20X80-AMB	12	0	83,790	100,090	16,300	Gas	FY 2025
4	D6276	2017	CEO/Metrolite	20X80-AMB	12	0	105,898	122,198	16,300	Gas	FY 2025
5	D6277	2017	CEQ/Metrolite	20X80-AMB	12	0	98,813	115,113	16,300	Gas	FY 2025
6	D6280	2017	CEO/Metrolite	20X80-AMB	12	0	104,741	121,041	16,300	Gas	FY 2025
7	D6292	2017	CEO/Metrolite	20X80-AMB	12	0	106,348	122,648	16,300	Gas	FY 2025
8	D6299	2018	CEO/Metrolite	20X80-AMB	12	0	92,755	111,755	19,000	Gas	FY 2026
9	D6305	2018	CEO/Metrolite	20X80-AMB	12	0	89,803	108,803	19,000	Gas	FY 2026
10	D6306	2018	CEO/Metrolite	20X80-AMB	12	0	105,087	124,087	19,000	Gas	FY 2026
11	D6309	2018	CEQ/Metrolite	20X80-AMB	12	0	112,444	131,444	19,000	Gas	FY 2026
12	D6310	2018	CEO/Metrolite	20X80-AMB	12	0	112,065	131,065	19,000	Gas	FY 2026
13	D6316	2018	CEO/Metrolite	20X80-AMB	12	0	113,556	132,556	19,000	Gas	FY 2026
14	D6326	2018	CEO/Metrolite	20X80-AMB	12	0	142,611	161,611	19,000	Gas	FY 2026
15	D6335	2019	CEQ/Metrolite	20X80-AMB	12	0	83,194	100,894	17,700	Gas	FY 2027
16	D6336	2019	CEO/Metrolite	20X80-AMB	12	0	102,424	120,124	17,700	Gas	FY 2027
17	D6340	2019	CEO/Metrolite	20X80-AMB	12	0	83,281	100,981	17,700	Gas	FY 2027
18	D6344	2019	CEO/Metrolite	20X80-AMB	12	0	97,260	114,960	17,700	Gas	FY 2027
19	D6347	2019	CEO/Metrolite	20X80-AMB	12	0	113,486	131,186	17,700	Gas	FY 2027
20	D6351	2019	CEO/Metrolite	20X80-AMB	12	0	91,291	108,991	17,700	Gas	FY 2027
21	D6354	2019	CEO/Metrolite	20X80-AMB	12	0	72,948	90,648	17,700	Gas	FY 2027
22	D6355	2019	CEO/Metrolite	20X80-AMB	12	0	74,705	92,405	17,700	Gas	FY 2027
23	D6356	2019	CEO/Metrolite	20X80-AMB	12	0	77,041	94,741	17,700	Gas	FY 2027
24	D6362	2019	CEO/Metrolite	20X80-AMB	12	0	87,666	105,366	17,700	Gas	FY 2027
25	D6011	2021	CEQ/Metrolite	20X80-AMB	12	0	52,151	77,651	25,500	Gas	FY 2028
26	D6383	2021	CEO/Metrolite	20X80-AMB	12	0	116,044	141,544	25,500	Gas	FY 2028
27	D6384	2021	CEO/Metrolite	20X80-AMB	12	0	92,126	117,626	25,500	Gas	FY 2028
28	D6385	2021	CEO/Metrolite	20X80-AMB	12	0	133,661	159,161	25,500	Gas	FY 2028
29	D6386	2021	CEQ/Metrolite	20X80-AMB	12	0	108,373	133,873	25,500	Gas	FY 2028
30	D6396	2021	CEO/Metrolite	20X80-AMB	12	0	91,567	117,067	25,500	Gas	FY 2028
31	D6398	2021	CEQ/Metrolite	20X80-AMB	12	0	91,717	117,217	25,500	Gas	FY 2028
1	D6594	2017	CEO/Phoenix	22X84-WCL	4	3	201,209	217,209	16,000	Gas	FY 2025
2	D6604	2017	CEO/Phoenix	22X84-WCL	4	3	171,659	187,659	16,000	Gas	FY 2025
3	D6643	2018	CEO/Phoenix	22X84-WCL	4	3	132,053	152,153	20,100	Gas	FY 2026
4	D6647	2018	CEO/Phoenix	22X84-WCL	4	3	141,321	161,421	20,100	Gas	FY 2026
5	D6651	2018	CEO/Phoenix	22X84-WCL	4	3	152,467	174,767	22,300	Gas	FY 2026
6	D6681	2019	CEO/Phoenix	22X84-WCL	4	3	185,498	204,498	19,000	Gas	FY 2027
7	D6684	2019	CEO/Phoenix	22X84-WCL	4	3	139,492	158,492	19,000	Gas	FY 2027
8	D6685	2019	CEO/Phoenix	22X84-WCL	4	3	109,803	128,803	19,000	Gas	FY 2027
9	D6413	2021	CEO/Phoenix	22X84-WCL	4	3	123,324	144,524	21,200	Gas	FY 2028
10	D6414	2021	CEO/Phoenix	22X84-WCL	4	3	167,413	188,613	21,200	Gas	FY 2028
11	D6426	2024	CEO/Phoenix	22X84-WCL	4	3	35,267	61,467	26,200	Gas	FY 2029
12	D6437	2024	CEO/Phoenix	22X84-WCL	4	3	36,457	62,657	26,200	Gas	FY 2029
13	D6438	2024	CEO/Phoenix	22X84-WCL	4	3	36,515	62,715	26,200	Gas	FY 2029
14	D6446	2024	CEO/Phoenix	22X84-WCL	4	3	31,523	57,723	26,200	Gas	FY 2029
15	D6447	2024	CEO/Phoenix	22X84-WCL	4	3	22,711	48,911	26,200	Gas	FY 2029
16	D6451	2024	CEO/Phoenix	22X84-WCL	4	3	32,729	58,929	26,200	Gas	FY 2029
17	D6453	2024	CEO/Phoenix	22X84-WCL	4	3	36,298	62,498	26,200	Gas	FY 2029
18	D6454	2024	CEO/Phoenix	22X84-WCL	4	3	21,309	47,509	26,200	Gas	FY 2029
19	D6455	2024	CEO/Phoenix	22X84-WCL	4	3	36,864	63,064	26,200	Gas	FY 2029
20	D6459	2024	CEO/Phoenix	22X84-WCL	4	3	26,484	52,684	26,200	Gas	FY 2029
21	D6461	2024	CEO/Phoenix	22X84-WCL	4	3	29,715	55,915	26,200	Gas	FY 2029
22	D6463	2024	CEO/Phoenix	22X84-WCL	4	3	35,859	62,059	26,200	Gas	FY 2029
23	D6466	2024	CEO/Phoenix	22X84-WCL	4	3	33,713	59,913	26,200	Gas	FY 2029
24	D6470	2024	CEO/Phoenix	22X84-WCL	4	3	10,669	36,869	26,200	Gas	FY 2029

Total: 1,163,300

15. K

DRUG FREE WORKPLACE CERTIFICATE

DRUG-FREE WORKPLACE ACT CERTIFICATION FOR A PUBLIC OR PRIVATE ENTITY

1. Proposer certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees performing services on behalf of the Contractor for SEPTA about;
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Company's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of services on behalf of the Contractor for SEPTA to be given a copy of the statement required by paragraph a.;
 - d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment the employee performing services on behalf of SEPTA for the Contractor will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notify SEPTA in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees shall provide notice, including position title, to the SEPTA Assistant General Manager, or his designate, on whose project activity the convicted employee was working;
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law

enforcement, or other appropriate agency; and

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a., b., c., d., e., and f.

- 2. The Company's headquarters is located at the following address:

Signature: _____

Company Name: _____

Title: _____

Date: _____

15. L

QUARTERLY FUEL SUMMARY REPORT

Fuel Tax receipts are ONLY based on a calendar year. Each quarter must be separated (First quarter includes January – March; second quarter includes April – July; third quarter includes June –August; and fourth quarter includes September – December). Only those fuel receipts that correspond with each month may be entered into that month (i.e., May receipts for May, June receipts for June).

If your firm uses a credit card, all transactions before and after that corresponding month must be removed and entered into the correct month. For example, when a firm uses a credit card for fuel purchases, and purchases fuel in December of last year and January of this year, and the credit card cut-off date is January 15th, all transactions prior to January 1st must be removed. Only those transactions for January can be entered into form.

Reconciliation of fuel receipts must be completed for each vendor for each month. For example, if both ABC Resources and XYZ Resources are supplying the same paratransit company fuel for the same contract, a reconciliation of the fuel receipts report must be completed for ABC Resources and one fuel receipts must be completed for XYZ Resources. Use the format below when submitting fuel tax receipts for each quarter:

CCT Fuel Summary - CY 2018 - Quarterly Fuel Report				
Firm Name:	Joe's Paratransit			
Contract:	Philadelphia County			
CY QTR:	1st Quarter			
Fuel Vendor	XYZ Resources			
Month	# of Vehicles	# of Gallons	Cost per Gallon Include Tax	Total Cost
Jan.	15	50.4900	\$2.3569	\$119.00
Jan.	15	48.6900	\$2.3899	\$116.36
Feb. March	15	50.0000	\$ 2.2398	\$111.99
				\$347.35

A summary page must be submitted with all fuel tax receipts as in the example below:

CCT ANNUAL Fuel Summary Report			
Fuel Receipts Year 2022			
Paratransit Company:	Joe's Paratransit		
County:	Philadelphia		
Name of Fuel Provider	XYZ Resources		
Month	# of Vehicles	Gallons Purchased Per Month	Total Cost Per Month
January	15	6,064.6498	\$7,761.54
February	11	4,216.7690	\$11,787.17
March	12	8,050.6369	\$20,116.20
April	15		
May	15		
June	15		
July	14		
August	15		
September	15		
October	16		
November	18		
December	15		
Total		18,332.0557	\$39,664.91

A letter from each fuel supplier must be submitted on the fuel's supplier letterhead with an original wet signature stating that all fuel taxes were paid by the paratransit vendor.

All quarterly and annual Fuel Reports will include a detailed report in Excel format by calendar month, showing each fuel purchase transaction to include columns for all transaction details including but not limited to:

- Vehicle identification number
- Driver name
- Date & Time
- Purchase Location, City/State
- number of gallons of fuel purchased
- type of fuel purchased(ie regular)
- price per gallon
- amount of PA Liquid Fuels Tax incurred per gallon
- total price (number of gallons multiplied by Price per gallon)
- Name of retailer or seller of fuel

15. M

Philadelphia County, PA Map

