## APPENDIX B

**FTA and Commonwealth of Pennsylvania Third Party Contract Provisions**
(12/29/2023 Updated 10/12/2026 Revisions)

The provisions listed below are required to be included in the designated procurements advanced by SCTA and FTA-funded and/or funded by PennDOT

**THE FOLLOWING PROVISIONS ARE INCLUDED IN ALL FTA-FUNDED SMALL PURCHASE PROCUREMENTS AND ABOVE (WITH APPLICABLE DOLLAR THRESHOLD NOTED):**

1. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES:
SCTA 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 of the 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 SCTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

2. PROGRAM FRAUD AND FRAUDULENT STATEMENTS:
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. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R., Part 31, apply to its actions pertaining to this 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 this 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 or its subcontractors to the extent the Federal Government deems appropriate.

   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 to SCTA under 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 deemsappropriate.

   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 tothe provisions.

3. FRAUD, WASTE, ABUSE OR OTHER LEGAL MATTERS NOTIFICATION TO FTA AND U.S. DOT INSPECTOR GENERAL:
If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and the FTA Region III Counsel. The

Contractor must include a similar notification requirement in its subcontract agreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or the FTA Region III Counsel, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between SCTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Contractor of SCTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

4. AUDIT AND INSPECTION OF BOOKS AND RECORDS

a. Audit and Inspection. The Contractor shall permit the authorized representatives of SCTA, U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contract or relating to its performance and its subcontracts under this Contract from the date of the Contract and for three (3) years after completion or termination of the Contract.

b. Record Retention. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that SCTA, the U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of each Subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes: (1) Purchase Orders not exceeding $10,000; and (2) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.

5. NOTICE OF FEDERAL REQUIREMENTS: The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract, unless the Federal Government determines otherwise. The Contractor's failure to so comply shall constitute a material breach of this contract. 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 SCTA requests which would cause SCTA to be in violation of the FTA terms and conditions.

FEDERAL CHANGES: The contract is subject to federal requirements that may be amended or modified during the term of the contract. The Contractor agrees to comply with all applicable federal statutes, regulations, executive orders, circulars, and directives, including those issued by the Federal Transit Administration (FTA), as they may be amended from time to time.

6. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. ¶ 2000e, and Federal transit laws at 49 U.S.C. ¶ 5332, the Contractor and its subcontractors agree to comply with all applicable equal employment opportunity requirements in the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. and any implementing requirements the FTA may issue, including the Equal Employment Requirements for Construction Activities. The Contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age or national origin. The Contractor and its subcontractors shall take affirmative action to insure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this contract, the Contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. ¶ 2000d; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. ¶¶ 1681-1683, 1685-88, with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. ¶ 6102; Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. ¶¶623 and Federal transit law at 49 U.S.C. ¶5332; Section 202 of the American With Disabilities Act of 1990, 42 U.S.C. ¶ 12132; Federal transit law at 49 U.S.C. ¶ 5332; and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49, C.F.R. Part 21, and any implementing requirements FTA may issue.

8. DISADVANTAGED BUSINESS ENTERPRISES:

**NOTE: - SECTION 8.A. SHALL BE INCLUDED IN SMALL PURCHASE PROCUREMENTS.**

**SECTION 8.B. SHALL BE INCLUDED IN PUBLICLY ADVERTISED PROCUREMENTS WHERE A DBE CONTRACT GOAL HAS NOT BEEN ESTABLISHED (NEUTRAL PROCUREMENT). IF SECTION 8B IS SELECTED, THEN CERTIFICATES 5 -1 AND 5-3 WILL BE USED.**

**SECTION 8.C. SHALL BE INCLUDED IN PUBLICLY ADVERTISED PROCUREMENTS WHERE A DBE CONTRACT GOAL HAS BEEN ESTABLISHED (CONSCIOUS PROCUREMENT. IF SECTION 8C IS SELECTED, THEN CERTIFICATES 5-2 AND 5-3**

**WILL BE INCLUDED.**

**THE DETERMINATION OF WHETHER A PROCUREMENT INCLUDES OR DOES NOT INCLUDE A CONTRACT GOAL IS MADE IN ACCORDANCE WITH ATHE PROCESS DESCRIBED IN SCTA'S DBE PROGRAM. ADDITIONAL DETAILS REGARDING SCTA'S ADMNISTRATION OF THE DBE PROGRAM FOR A PROCUREMENT WILL BE DESCRIBED IN THE INSTRUCTIONS TO BIDDERS/PROPOSERS IN ACCORDANCE WITH THE SCTA DBE PROGRAM.**

**THESE DBE CLAUSES ARE NOT USED FOR ROLLING STOCK PROCUREMENTS. SCTA WILL REQUIRE EACH TRANSIT VEHICLE MANUFACTURER, AS A CONDITION OF BEING AUTHORIZED TO BID OR PROPOSE ON FTA-ASSISTED TRANSIT VEHICLE PROCUREMENTS, TO CERTIFY THAT IT HAS COMPLIED WITH 49 CFR PART 26.49.**

A. DISADVANTAGED BUSINESS ENTERPRISE. he Contractor or subcontractor shall comply with all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in termination or another remedy deemed appropriate. SCTA solicits and encourages participation by Disadvantaged Business Enterprises (DBEs). DBEs shall be afforded full consideration of their response and will not be subject to discrimination.

B. DISADVANTAGED BUSINESS ENTERPRISE. he Contractor or subcontractor shall comply with all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in termination or another appropriate remedy. SCTA solicits and encourages participation by DBEs. DBEs shall be afforded full consideration of their response and will not be subject to discrimination. The Contractor shall submit Certificate 5-1, "Disadvantaged Business Enterprise Certification," with its bid or proposal, and the information requested on Certificate 5-3 if the Contractor or any subcontractor is a DBE.

C. DISADVANTAGED BUSINESS ENTERPRISE. The Contractor or subcontractor shall comply with all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in termination or another appropriate remedy. SCTA solicits and encourages participation by DBEs. DBEs shall be afforded full consideration of their response and will not be subject to discrimination.

For this contract, SCTA has established a DBE goal of ___% of the total project cost. SCTA will award the contract only to a Contractor who makes good-faith efforts to meet the DBE goal,

either by meeting the goal or documenting good-faith efforts as described in 49 CFR Part 26.53 and Appendix A. The Contractor shall submit Certificate 5-2, "Disadvantaged Business Enterprise Certification," with its bid or proposal, along with all applicable documentation. Certificate 5-3, "Affidavit of Disadvantaged Business Enterprise," shall be completed by any DBE prime contractor or subcontractor to certify eligibility and submitted with the bid or proposal.

D. SMALL BUSINESS AND VERERAN OWNED BUSINESS PARTICIPATION. The Contractor is encouraged to provide opportunities for participation by small businesses and veteran-owned businesses, including through subcontracting, consistent with applicable federal and state requirements.

9. FTA TERMS AND DEFINITIONS: All applicable contractual provisions required by the FTA, including definitions and terminology as set forth in FTA Circular 4220.1g (January 17, 2025), or its successor and the current FTA Master Agreement as presented on the FTA website shall be incorporated into the contract by reference.

10. ENERGY CONSERVATION REQUIREMENTS: Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. ¶ 6321 et seq.

11. ENVIRONMENTAL PROTECTION: The Contractor and its subcontractors agree to comply with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable), Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b).; U.S. Council on Environmental Quality regulations on compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date.

12. MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS: Should the Project cause or result in adverse environmental effects, the Contractor agrees to assist SCTA in taking all reasonable measures to minimize those adverse effects as required by 49 U.S.C. ¶ 5324(b), and other applicable Federal laws and regulations.

13. PROHIBITED INTEREST: No member, officer, or employee of SCTA, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. SCTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

14. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS: No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising therefrom.

15. FLY AMERICA: The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property

acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. ¶ 40118 (the "Fly America" Act), and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. ¶¶ 301-10.131 through 301-10.143.

16. SEAT BELT USE. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U.S.C. ¶ 402 (62 Fed. Reg. 19217), the Contractor and its subcontractors shall 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 and confirms that all applicable vehicles shall be equipped with FMVSS-compliant seat belts for drivers and passengers, as required by 49 U.S.C. § 5323(h) and FMVSS No. 208..

17. PROTECTION OF SENSITIVE SECURITY INFORMATION. The Contractor shall protect, and take measures to ensure its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520. In accordance with 49 U.S.C. Section 40119(b)(1), "sensitive security information" is information obtained or developed in the conduct of security activities, including research and development. The information, and records containing such information, that constitute "sensitive security information" is further defined in 49 CFR Part 15.5.

18. TRAFFICKING IN PERSONS. The Contractor, its subcontractors and the employees of the Contractor and its subcontractors that are participating in the Project that is the subject of this Contract and during the period this Contract is in effect may not engage in severe forms of trafficking in persons, procure a commercial sex act or use forced labor in the performance of the Contract. SCTA may unilaterally terminate the Contract for the Project, without penalty to SCTA, if the Contractor, its subcontractors and the employees of the Contractor and its subcontractors are determined to have violated this prohibition. This provision implements the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. ¶ 7104(g) and U.S. OMB guidance, "Award Term for Trafficking in Persons," 2 C.F.R. Part 175.

19. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C.A. § 402 note (74 Fed. Reg. 51225); DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving, the Contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:
   (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
   (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Contractor is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
   (a) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles; or
   (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
   (c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
   (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its sub-agreements with its subcontractors and also encourage its subcontractors to comply with the terms of this Special Provision, and include this Special Provision in any sub-agreement they entered into for the Project.

20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. In accordance with Public Law 115-232, the Contractor shall not supply telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). 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) shall also not be supplied.

21. CYBERSECURITY AND INFORMATION SECURITY: The Contractor shall take reasonable and appropriate measures to safeguard federal and SCTA information, systems, and data accessed or generated in connection with this contract. Such measures shall protect against unauthorized access, disclosure, loss, or misuse. When applicable, the Contractor shall comply with federal information security requirements and guidance issued by the Federal Transit Administration or other federal authorities.

22. TERMINATION:

**NOTE: THE FOLLOWING GENERAL TERMINATION PROVISIONS ARE APPLICABLE FOR PROCUREMENTS ABOVE $10,000. FOR SCTA PUBLICLY ADVERTISED PROCUREMENTS, THE FOLLOWING GENERAL PROVISIONS MAY BE USED AS THE BASIS OF THE TERMINATION LANGUAGE INCLUDED IN THE PROCUREMENT DOCUMENTS. HOWEVER, THE TERMINATION PROVISIONS FOR PUBLICLY ADVERTISED PROCUREEMENTS BEING ADVANCED, I.E. CONSTRUCTION, ARCHITECTURAL/ENGINEERING SERVICES, TRANSPORTATION SERVICES OR SUPPLIES AND SERVICES MAY REQUIRE ADDITIONAL TERMS. (REFERENCE: FTA BEST PRACTICES PROCUREMENT MANUAL). IN PUBLICLY ADVERTISED PROCUREMENTS, THE TERMINATION PROVISIONS WILL LIKELY BE ADDRESSED IN THE SAMPLE CONTRACT. IF THE PROVISIONS ARE INCLUDED IN A SAMPLE CONTRACT THEN TERMINATION PROVISIONS SHOULD NOT BE INCLUDED IN THIS ATTACHMENT TO AVOID A POTENTIAL CONFLICT IN WORDING.**

A. Termination For Convenience: SCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in SCTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SCTA to be paid the Contractor. If the Contractor has any property in its possession belonging to SCTA, the Contractor will account for the same, and dispose of it in a manner SCTA directs.

B. Termination for Cause: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SCTA may terminate this contract for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by SCTA that the Contractor had an excusable reason for not performing, such as strike, fire, flood, acts of terrorism or events which are not the fault of or are beyond the control of the Contractor, SCTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure. SCTA in its sole discretion may, in the case of a termination for cause allow the Contractor a reasonably short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to SCTA's satisfaction the breach or default or any of the terms, covenants or conditions of the Contract during the period given to cure the defect, SCTA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for cause shall not in any way operate to preclude SCTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach. In the event SCTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by SCTA shall not limit SCTA's remedies for any succeeding breach of that or of any other covenant, term or condition of this Contract.

E. Federal Remedies. The Contractor acknowledges that SCTA's receipt of federal assistance subjects this contract to federal oversight and enforcement. Nothing in this contract shall be construed to limit or restrict the Federal Government's right to take any action it deems necessary to enforce compliance with applicable federal requirements.

23. PROTEST AND APPEAL PROCEDURES: SCTA has Protest Procedures that are in compliance with 2 CFR Part 200.318(k) and applicable FTA guidelines. SCTA's Protest Procedures are described in the solicitation documents provided for this procurement.

24. DEBARRED AND SUSPENDED BIDDERS: The Contractor agrees to comply, and assures the compliance of its subcontractors or a participant at any tier of the Project, with 2 CFR. Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. The Contractor, and its applicable sub-contractors, shall not be debarred or suspended except as authorized by U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide

Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, including any amendments thereto; and Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.D. 6101 note; or other applicable Federal laws, regulations or guidance regarding participation with debarred or suspended third party firms. The Contractor agrees to, and assures that its subcontractors for any lower tier participant will, search the entity records on the System for Award Management (www.sam.gov) before entering into any contractual arrangement in connection with this Project**.** For any contract and subcontract exceeding $25,000, the contractor and subcontractor shall submit a debarment and suspension certificate or an explanation as to why the signed certification cannot be provided. (See Certificate 6)

The certification is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the contractor or subcontractors knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, SCTA may pursue available remedies, including suspension and/or debarment. The contractor or subcontractors shall provide immediate written notice to SCTA if at any time the contractor or subcontractors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

25. RESOLUTION OF DISPUTES:

A. Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Project Manager of SCTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the SCTA Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the SCTA Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance During Dispute - Unless otherwise directed by SCTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between SCTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Pennsylvania.

E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SCTA or its representative shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. LOBBYING: Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: 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. The Contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The Contractor and its subcontractors 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 the covered Federal actions as described by 31 U.S.C. 1352. For any contract and subcontract exceeding $100,000, the Contractor and subcontractor(s) will submit a Lobbying Certificate. (See Certificate 4).

Contractors and subcontractors who engage in lobbying activities are required to submit Standard Form—LLL (SF-LLL), "Disclosure of Lobbying Activities" in accordance with Section 1352 of Title 31, U.S. Code. SF-LLL to SCTA. SCTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors. Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same.

27. CLEAN AIR REQUIREMENTS: For all contracts and subcontracts in excess of $150,000, the Contractor and its subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to SCTA and SCTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided in Section 114 of the Clean Air Act, as amended, 42 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq.*.

28. CLEAN WATER REQUIREMENTS: For all contracts and subcontracts in excess of $150,000, the Contractor and its subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. ¶ 1251 et seq. The Contractor and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to SCTA and SCTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided for in Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq*.

29. NOTICE OF FEDERAL PARTICIPATION: The Contractor agrees to specify the amount of federal assistance in any subcontract having an aggregate value of $500,000 or more for goods and services, including construction services, and to express the amount of federal assistance as a percentage of the total cost of that subcontract.

30. GEOGRAPHIC RESTRICTIONS: The Contractor acknowledges that federal law prohibits the use of statutorily or administratively imposed geographic preferences in the evaluation of bids or proposals, except where expressly authorized by federal statute. This requirement is consistent with 2 CFR § 200.319 and applies to all procurements conducted with federal assistance.

31. ACCESS TO RECORDS

The Contractor agrees to provide the Federal Transit Administration (FTA), the U.S. Department of Transportation (USDOT) Office of Inspector General, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor also agrees, pursuant to **49 U.S.C. § 5325(g)** and **2 CFR § 200.337**, to maintain all required records for a period of not less than three (3) years after final payment is made under this Contract and all pending matters are closed, or for such longer period as may be required by law or regulation. In the event of litigation, claim, or audit arising out of or related to this Contract, records shall be retained until such litigation, claim, or audit is resolved.

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**THE FOLLOWING PROVISIONS ARE INCLUDED IN THE DESIGNATED FTA-FUNDED PROCUREMENTS AND AT THE APPLICABLE THRESHOLD:**

1. DISCRIMINATION ON THE BASIS OF DISABILITY: The Contractor agrees to comply with all applicable requirements of the following federal laws and federal regulations pertaining to discrimination against seniors or individuals with disabilities. The federal laws include: American with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. ¶¶4151*et seq.*

The federal regulations include:

(A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
(B) U.S. DOT regulation, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
(C) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39.
(D) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
(E) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
(F) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 26;
(G) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
(H) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
(I) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
(J) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE AND STANDARDS. The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless an exemption is obtained from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and all other applicable Federal guidance.

3. SOLID WASTES: In accordance with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended (42 U.S.C. 6962), Executive Order 12873 and the regulatory provisions of 40 CFR Part 247, the Contractor agrees to supply the products designated in Subpart B of 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the product exceeds $10,000.

4. CARGO PREFERENCE: The Contractor and its subcontractors agree: a) to use privately owned United States-Flag Commercial Vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels; b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington DC 20590- and to the SCTA; and c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. LIQUIDATED DAMAGES: Liquidated Damages in the amount of _____ dollars ($_____) per calendar day will be assessed against the responsible Contractor for each day after the scheduled completion date the Project is not completed as specified in the contract documents. The Liquidated Damages shall be assessed because the Contractor's failure to perform its specified scope of work will result in added costs or a loss of revenue to SCTA. The Contractor shall not be liable if performance failures arise out of causes beyond its control and without the fault or negligence of the Contractor.

**NOTE: WHEN A DETERMINATION IS MADE TO INCLUDE LIQUIDATED DAMAGES IN A PROCUREMENT, THE PER CALENDAR DAY AMOUNT IS CALCULATED BASED ON A CONSIDERATION OF THE DAMAGES AND/OR COSTS INCURRED IF THE CONTRACTOR FAILS TO PERFORM ITS SCOPE OF WORK.**

6. ASSIGNABILITY CLAUSE. A public agency shall have the option of participating in any award made for the purchase of goods and services (hereinafter including vehicles), as a result of this solicitation at the same prices, terms and conditions. SCTA reserves the right to assign all or any portion of the goods and services awarded under this contract including option quantities. This assignment, should it occur, shall be agreed to by SCTA and the Contractor. Once assigned, the public agency will enter into its own contract and be solely responsible to the Contractor for obligations related to the goods and services assigned. SCTA's right of assignment will remain in force over the contract term as defined in the contract or until completion of the contract to include options, whichever occurs first. SCTA shall incur no financial responsibility in connection with the contract issued by the public agency. The public agency shall accept sole responsibility for placing orders or making payments to the Contractor.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS. For all non-construction contracts that

involve the employment of mechanics and laborers, including watchmen and guards, with a total dollar value of $100,000 or more, the following requirements shall be applicable to the Contractor or to any Subcontractors for the Project, except that the requirements do not apply to a third party contract for the purchase of supplies, materials or articles ordinarily available on the open market. The following requirements are in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 3701-3708, as supplemented by the DOL regulations at 29 CFR Part 5:

A) 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 work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B) VIOLATION: LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES: In the event of violation of the (A) Overtime Requirements, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Overtime Requirements, in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the required overtime wages required by the Overtime Requirements.

C) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES: FTA or SCTA 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 at 29 C.F.R. ¶ 5.5.(b)(2)..

D) SUBCONTRACTS: The Contractor or subcontractor shall insert in any subcontracts, the clauses set forth in sub-paragraphs A – E of this paragraph, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance of any Subcontractor or lower tier Subcontractor with clauses set forth in this paragraph.

E) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying or transcription by authorized representatives of SCTA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. BUY AMERICA: The Contractor agrees to comply with 49 U.S.C. 5323(j), with FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and with implementing guidance FTA may issue, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured

products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. A Buy America Certificate must be completed and submitted with a bid for any contract exceeding $150,000 for the acquisition of goods or rolling stock and construction contracts. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. (Certificate 1-B1 is completed for projects including the procurement of steel, iron or manufactured products. Certificate 1-B2 is completed for projects providing for the procurement of buses, other rolling stock and associated equipment).

9. BUILD AMERICA, BUY AMERICA: Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, Sections 70911 – 70927 (2021) as implemented by the U.S. Office of Management and Budget, U.S. Department of Transportation and FTA. Construction materials are defined as non-ferrous (non-iron) metals; plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables); glass (including optic glass); lumber; and drywall. Construction materials does not included cement or cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. Construction materials used are to be produced in the United States. Produced in the United States is defined as the final manufacturing process and the immediately preceding manufacturing stage occur in the United States. The Contractor shall comply with the **Build America, Buy America Act (BABA)** enacted under the Infrastructure Investment and Jobs Act (IIJA), including all domestic preference requirements applicable to iron, steel, manufactured products, and construction materials, unless a waiver has been granted by the Federal Transit Administration, The Contractor shall: Flow down BABA requirements to **all subcontractors and suppliers at any tier**; Maintain documentation sufficient to demonstrate compliance; Provide such documentation upon request by SCTA, FTA, the U.S. Department of Transportation Office of Inspector General, or the Comptroller General of the United States.

10. BUY AMERICA vs. BABA COORDINATION STATEMENT. The Contractor acknowledges that Buy America requirements under 49 U.S.C. § 5323(j) and 49 CFR Part 661 and Build America, Buy America (BABA) requirements may apply independently based on the scope of work and funding source. Compliance with one requirement does not relieve the Contractor of its obligation to comply with the other when applicable.

**THE FOLLOWING FOUR PARAGRAPHS SHALL BE INCLUDED IN ALL PROCUREMENTS OF ROLLING STOCK.**

1. BUS TESTING: The Contractor agrees, to the extent applicable, to comply with the requirements of 49 U.S.C. ¶ 5323(c) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any revisions thereto. (The Contractor is required under FTA's regulations to submit a "Certification of Compliance With FTA's Bus Testing Requirements". A sample Certification is provided in the "FTA Best Practices Procurement Manual", Appendix A, Page 9.)

2. PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS: The Contractor agrees to comply with the requirement of 49 U.S.C. ¶ 5323(l) and FTA regulations, "Pre-Award and Post-

Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revisions thereto. The Contractor will submit certifications regarding the Buy America Requirements, Solicitation Specification Requirements and Federal Motor Vehicle Safety Standards. (The Contractor is required under FTA's regulations to submit Pre-Award and Post-Delivery certifications indicating compliance with these requirements. A sample Certification is provided in the "FTA Best Practices Procurement Manual", Appendix A, Page 11.)

3. VEHICLE POLLUTION: Contractor will comply with 49 C.F.R. 85 and 49 C.F.R. 86. Contractor shall insure that each vehicle is equipped with an exhaust system which meets Federal government noise level and exhaust emission (smoke and noxious gases) requirements.

4. MOTOR VEHICLE SAFETY STANDARDS: The Contractor shall comply with and certify that its vehicles meet all federal and state motor vehicle safety standards. (The Contractor is required under FTA's regulations to submit a FMVSS Certification.)

**THE FOLLOWING FIVE PARAGRAPHS SHALL BE INCLUDED IN PROCUREMENTS FOR TRANSPORTATION SERVICES.**

1. TRANSIT EMPLOYEE PROTECTIONS: The Contractor agrees to implement the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the project and to meet the requirements of 49 U.S.C. ¶ 5333(b), and U.S. DOL guidelines, 5333(b), Federal Transit Law, 29 C.F.R. Part 215 and any amendments thereto.

2. CHARTER SERVICE OPERATION: The Contractor agrees that it will not perform charter service operations with the contract except as permitted by 49 U.S.C. Section 5323(d) and FTA regulations, "Charter Services," 49 C.F.R. Part 604 and any amendments thereto that may be issued.

3. SCHOOL BUS OPERATIONS: The Contractor agrees that it will not engage in school transportation operations in connection with the contract for the transportation of students or school personnel exclusively in competition with private transportation operators, except as permitted by 49 U.S.C. 5323(f) and FTA regulations "School Bus Operations," 49 C.F.R. Part 605 and any amendments thereto that may be issued.

4. ALCOHOL MISUSE AND PROHIBITED DRUG USE: The Contractor, to the extent applicable, agrees to comply with Federal transit laws, specifically 49 U.S.C. Section 5331; FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655; and applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

5. DRUG OR ALCOHOL ABUSE - CONFIDENTIALITY AND OTHER CIVIL RIGHTS PROTECTIONS. The Contractor agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*; and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

6. PRIVACY ACT. The Contractor and its subcontractors agree to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 522a. Among other things, the Contractor and its subcontractors agree to obtain the express consent of the Federal Government before the Contractor, subcontractor or its

employees operate a system of records on behalf of the Federal Government. The Contractor and its subcontractors agree 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. 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 the FTA.

**THE FOLLOWING FOUR PARAGRAPHS SHALL BE CONSIDERED FOR INCLUSION IN PROCUREMENTS PROVIDING FOR PLANNING, RESEARCH OR DEVELOPMENT.**

1. RIGHTS IN DATA AND COPYRIGHTS: The following restrictions shall apply to all subject data first produced in the performance of this Agreement:
   A) Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal government, until such time as the Federal government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.

   B) In accordance with 49 CFR ¶ 18.34 and 49 CFR ¶ 19.36, the Federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes the subject data described in a) and b) below. As used in the previous sentence, "for Federal Government purposes", means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend to other parties the Federal Government's license to a) any subject data developed under this Agreement whether or not a copyright has been obtained and b) any rights of copyright to which the Contractor purchases ownership with Federal assistance.

   C) The Federal government reserves the right to make available to any FTA recipient, sub-recipient, third party contractor or third party subcontractor either FTA's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that this Agreement is not completed for any reason whatsoever, all data developed under this Agreement shall be delivered as the government shall direct, excluding adaptations of automatic data processing equipment or programs or programs for SCTA's use whose costs are financed with federal capital funds.

   D) Unless prohibited by state, upon request by the Federal Government, the Contractor agrees to indemnify, save and hold harmless the Federal Government and its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify the Government for any such liability caused by the wrongful acts of employees or agents of the Government.

   E) Nothing contained in this section on rights in data shall imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

   F) In connection with the Project, the Contractor may find it necessary to provide data developed without any Federal funding or support or support to the Federal Government. The requirements of this section do not apply to data developed without Federal funding or support, even though that data may have been used in connection with the Project. The Contractor understands and agrees that the Federal Government will not be able to protect any data from unauthorized disclosure

unless that data is clearly marked “Proprietary” or “Confidential”.

G) The Contractor understands and agrees that information and data submitted to the Federal Government may be required to be made available for dissemination under the Freedom of Information Act, or other Federal statute(s) in accordance with implementation instructions contained in 49 C.F.R. ¶ 19.36, revised March 2000, to the extent applicable, and any subsequent applicable Federal requirements that may be promulgated.

2. PATENT RIGHTS: If any invention, improvement or discovery is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor and its subcontractors agree to notify SCTA immediately and provide a detailed report for submission to the FTA. The rights and responsibilities of the Contractor with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

3. RIGHTS TO INVENTIONS. The Contractor or subcontractor who conceives or develops any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code agree to notify SCTA immediately and provide a detailed report of the invention. Such report is required to assure that SCTA, Contractor and subcontractor 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.

4. ELECTRONIC AND INFORMATION TECHNOLOGY. Reports or information to be delivered to SCTA for distribution to FTA, among others, will be prepared using electronic or information technology capable of assuring that, when provided to FTA, the reports or information will meet the applicable accessibility standards of section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. ¶ 794d, and U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194.

**THE FOLLOWING PARAGRAPH SHALL BE INCLUDED IN CONSTRUCTION, CAPITAL, PLANNING AND IIJA-FUNDED PROCUREMENTS.**

**1.** CLIMATE AND ENVIRONMENTAL JUSTICE. The Contractor shall comply with applicable federal policies and initiatives related to climate resilience, environmental justice, and sustainability, to the extent such requirements apply to the scope of work under this contract.

**THE FOLLOWING FIVE PARAGRAPHS SHALL BE INCLUDED IN CONSTRUCTION PROCUREMENTS.**

1. LABOR PROVISIONS - CONSTRUCTION CONTRACTS. Pursuant to Department of Labor regulations, the Contractor and its subcontractors shall comply with the following provisions for any construction contract in excess of $2,000.00 for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work.

A) MINIMUM WAGE:

1) All laborers and mechanics employed or working upon the site of 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), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less then those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of 29 C.F.R. 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs that cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided at 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2) a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
      1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
      2. The classification is utilized in the area by the construction industry; and
      3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

   c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and the wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(v)(B) or 29 CFR 5.5 (a)(1)(v)(C) shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B) WITHHOLDING: SCTA 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 agreement 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, SCTA 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.

C) PAYROLLS AND BASIC RECORDS:

1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at 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). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR.5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2) a. The Contractor shall submit weekly for each week in which any contract work was performed a copy of all payrolls to SCTA for transmission to FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. □ 5.5 (a)(3)(i). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.
2. That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3.
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of optional form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5 (a)(3)(ii)(B).

d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

3) The Contractor or subcontractor shall make the records required under 29 CFR 5.5 (a)(3)(i) of this section available for inspection, copying or transcription by authorized representatives of SCTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or make them available, SCTA 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. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment actions pursuant to 29 CFR 5.12.

D) APPRENTICES AND TRAINEES:

1) APPRENTICES. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a state apprenticeship agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the by the Office of Apprenticeship Training, Employer or Labor Services or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as

an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at nor less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in accordance with the provisions of the apprenticeship program. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a state apprenticeship agency recognized by the Office withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2) TRAINEES. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3) EQUAL EMPLOYMENT OPPORTUNITY. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the Equal Employment Opportunity requirements of Executive Order No. 11246, as amended, and 29 C.F.R. Part 30.

E) COMPLIANCE WITH COPELAND ACT REQUIREMENTS: The Contractor shall comply with the requirements of 29 CFR. Part 3, which are incorporated by reference in this contract.

F) 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 FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

G) 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

H) COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS: All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1, 3, and 5 are incorporated herein by reference in this contract.

I) DISPUTES CONCERNING LABOR STANDARDS: 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 the contracting agency, the U.S. Department of Labor or the employees or their representatives.

J) CERTIFICATION OF ELIGIBILITY:
   1) By entering into this contract, the Contractor certifies that neither it (nor he nor she) nor any person or firm that 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).
   2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).
   3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS: OVERTIME. Pursuant to Department of Labor regulations, the Contractor and its subcontractors shall comply with the following provisions for any construction contract in excess of $100,000.00 and subject to the overtime provisions of the Contract Work Hours and Safety Standard Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

A) 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 work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

B) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES: In the event of any violation of the requirements of 29 CFR 5.5 (b)(1), the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of 29 CFR 5.5 (b)(1) in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 CFR

5.5 (b)(1).

C) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES: FTA or SCTA 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 at 29 CFR 5.5 (b)(2).

D) SUBCONTRACTS: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in sub-paragraphs A), B), C) and D) of the paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth Paragraphs A), B), C) and D).

E) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying or transcription by authorized representatives of SCTA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: HEALTH AND SAFETY. The Contractor and its subcontractors agree to comply with the requirements of 40 U.S.C. Section 3704 of the Contract Work Hours and Safety Standards and applicable DOL regulations, "Safety and Health Regulations for Construction", 29 CFR. Part 1926, for any contract in excess of $100,000 for construction, alteration or repair, including painting and decorating. Among other things, the Contractor or subcontractor shall agree that it will not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health and safety. The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of this contract.

4. BONDING REQUIREMENTS: In accordance with the requirements of the FTA, the Contractor agrees to comply with the bid guarantee, contract performance and payment bonding requirements set forth in the bid documents.

5. CONSTRUCTION REPORTS: The Contractor agrees to provide progress reports and such other information to SCTA as the FTA or the Commonwealth of Pennsylvania may require SCTA to provide.

6. VETERAN'S EMPLOYMENT PREFERENCE. To the extent practicable, Contractor agrees that it:
   a. Will give a hiring preference to veterans (as defined in 5 U.S.C. ¶ 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. Chapter 53, and
   b. Will not require an employer to give a preference to any veteran over any equally qualified

applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

7. PROJECT SIGNS: The Contractor shall erect, at the site of construction and shall maintain in good condition during construction, one sign for maximum public identification of the work. Upon completion, the sign shall be removed. The sign is to be cut from a standard 4' x 8' waterproof plywood sheet or other suitable material. The design standards and the information to be included on the sign will be provided by SCTA.

**THE FOLLOWING PARAGRAPHS SHALL BE INCLUDED IN A&E AND CONSTRUCTION CONTRACTS FOR BUILDINGS AND ADDITIONS ( SEISMIC SAFETY—NEW CONSTRUCTION AND HISTORICAL PRESERVATION—NEW CONSTRUCTION AND REHABILITATION).**

1. SEISMIC SAFETY: The Contractor and subcontractor(s) agree that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in U.S. DOT regulations at 49 C.F.R. Part 41, Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. ¶ 7704 note, pursuant to the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. ¶ 7701 *et seq.*, (specifically 49 C.F.R. ¶ 41.117) and will certify compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

2. HISTORICAL PRESERVATION: The Contractor agrees to assist SCTA in complying with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. ¶ 470f to avoid or mitigate adverse effects on those historic properties.

**COMMONWEALTH OF PENNSYLVANIA SPECIFIC CONTRACT REQUIREMENTS**:

1. NON-COLLUSION STATEMENT: The Antibid-Rigging Act of 1983, 62 Pa.C.S.A. ¶ 4501 *et seq*., makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. A Non-Collusion Statement (Certificate 2) is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

2. COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE: Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania's Non-Discrimination/Sexual Harassment Clause (see Certificate #3).

3. STEEL PRODUCTS PROCUREMENT ACT OF 1978: All steel and cast iron products used or supplied in the performance of this Contract shall be products produced from steel made in the United States in conformity with the Commonwealth of Pennsylvania's Steel Products Procurement Act of 1978 (Act No. 3 of 1978, P.L. 6 [73 P.S. ¶ 1881 *et seq*.]) and as amended by Act No. 144 of 1984, July 9 (73 P.S. Section 1871 et seq) and in full conformity with the Buy America provisions of 49 U.S.C. ¶ 5323(j) and the applicable regulations in 49 CFR Part 661 unless the Bidder specifically sets forth any exceptions on its Bid Form (see Certificate #7).

4. MOTOR VEHICLE PROCUREMENT ACT: Under the provisions of the Motor Vehicle Procurement Act of 1984, 62 Pa.C.S.A. ¶ 3731 *et* seq., all motor vehicles purchased, leased or rented shall be manufactured or substantially assembled in North America.

5. PENNSYLVANIA PREVAILING WAGE ACT: The Pennsylvania Prevailing Wage Act (43 P.S. § 165.1-165.17) applies to a public works project that involves construction, reconstruction, demolition, alteration and/or repair work other than maintenance where the estimated cost of the total project is in excess of $25,000 and there is no federal funding involved in the project. The provisions of the Pennsylvania Prevailing Wage Act and Section 9.103 of the Regulations for the Pennsylvania Prevailing Wage Act are herein incorporated by reference.

6. PROJECT SIGNS: All reports, and other documents completed as part of this Contract, other than documents prepared exclusively for internal use, shall contain an appropriate notice of financial assistance provided by PennDOT.

7. CONTRACTOR INTEGRITY. Each bidder/proposer is requested to certify to its compliance with the Commonwealth of Pennsylvania's Contractor Integrity clause (see Certificate #8).

8. PUBLIC WORKS EMPLOYMENT VERIFICATION ACT. Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11, which is incorporated herein by reference. The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to SCTA prior to award of the contract. The Form and relevant information can be found on the Department of General Services' web site at www.dgs.state.pa.us. For reference, the Form is as Certificate #9. This provision is applicable to a public works project where the estimated cost of the total project is in excess of twenty-five thousand dollars ($25,000).

9. COMMONWEALTH OF PENNSYLVANIA CONTRACTOR RESPONSIBILITY PROVISIONS: For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, Offeror, load recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a

contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania. The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Contractor certifies, in writing, for itself and all its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, 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 its Bid/Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. 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 Commonwealth 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, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth 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.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, that 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 that do not result in the Contractor's suspension or debarment.

f. The Contractor may obtain a 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
Telephone No. (717) 783-6472

10. PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT:*

a. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 CFR 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability.

As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR 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 the Commonwealth of Pennsylvania through contracts with outside contractors.

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

11. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

12. DIVERSE BUSINESS PARTICIPATION PROGRAM: This contract is subject to the requirements of Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. §303, which requires bidders on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) to make good faith efforts to solicit subcontractors that are Diverse Businesses (DBs) as defined in Section 303. Under the statute, bidders must make good faith efforts to ensure that DBs have the opportunity to compete for and perform contracts and do not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to exert good faith efforts in the solicitation of subcontractors that are DBs may result in the bidder being declared ineligible for the contract.

## CERTIFICATES

The Certificates referenced in Appendix B and to be included in the procurement packages follow. The Certificate numbers are for the purpose of organizing Appendix B and may be adjusted as needed for the procurement package being prepared.

**CERTIFICATE 1-B1**

## BUY AMERICA CERTIFICATION
**(For Procurement of Steel, Iron or Manufactured Products)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661 and 49 U.S.C. 5323(j).

**This Buy America Certificate must be completed and submitted with the bid for any purchase or contract in excess of $150,000. A bid for any purchase or contract in excess of $150,000 which does not include the certificate will be rejected as non-responsive.**

A waiver from the Buy America Provision may be sought by SCTA, if grounds for the waiver exist.

49 U.S.C. 5323(j) permits FTA participation on this contract only if steel, iron, and manufactured products used in this contract are produced in the United States.

### Certificate of Compliance With Buy America Requirements

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

OR

### Certificate of Non-Compliance With Buy America Requirements

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date; _____

Signature: _____

Company: _____

Name: _____

Title: _____

**CERTIFICATE 1-B2**

## BUY AMERICA CERTIFICATION
**(For Procurement of Buses, Other Rolling Stock and Associated Equipment)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661 and 49 U.S.C. 5323(j).

**This Buy America Certificate must be completed and submitted with the bid for any purchase or contract in excess of $150,000. A bid for any purchase or contract in excess of $150,000 which does not include the certificate will be considered non-responsive.**

A waiver from the Buy America Provision may be sought by SCTA, if grounds for the waiver exist.

49 U.S.C. 5323(j) permits FTA participation on this contract only if steel, iron, and manufactured products used in this contract are produced in the United States.

### Certificate of Compliance With Buy America Rolling Stock Requirements

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

OR

### Certificate of Non-Compliance With Buy America Rolling Stock Requirements

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exception to the requirement pursuant with 49 U.S.C. 5323(j)(2)(C) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

**CERTIFICATE 2**

**NON-COLLUSION STATEMENT**
**SOUTH CENTRAL TRANSIT AUTHORITY**
**45 ERICK ROAD**
**LANCASTER, PENNSYLVANIA 17601**

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TO: SCTA, Lancaster, Pennsylvania

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services called for in the bid for the prices stated.

The Undersigned hereby certifies that this proposal is genuine and not a sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other bidder.

Company Name _____

Address _____

_____

Signature _____

Printed Name _____

Title _____

Date _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

( ) Individual ( ) Partnership ( ) Corporation

(Seal)

## CERTIFICATE 3

## COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

b. The contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.

c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.

e. The contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.

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

g. The South Central Transit Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the South Central Transit Authority may proceed with debarment or suspension and may place the contractor or subcontractor in the Contractor Responsibility File.

_____ _____

DATE FIRM NAME

BY: _____

SIGNATURE

_____

TITLE

## CERTIFICATE 4

## LOBBYING CERTIFICATE

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

4. 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 an 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.

5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ _____

DATE SIGNATURE OF AUTHORIZED OFFICIAL

_____

TITLE OF AUTHORIZED OFFICIAL

(Applies to contracts/subcontracts with a contract sum of $100,000 and over.)

## CERTIFICATE 5 - 1

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

(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 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. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the 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 all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of color or national origin, in the performance of this contract.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as SCTA deems appropriate.

_____ DATE

_____ SIGNATURE

_____ TITLE

## CERTIFICATE 5 - 2

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

(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 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. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the 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 all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of color or national origin, in the performance of this contract.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as SCTA deems appropriate.

DBE CERTIFICATION:

The Contractor hereby agrees to subcontract _____% of the contract to disadvantaged business enterprises.

_____ DATE

_____ SIGNATURE

_____ TITLE

**CERTIFICATE 5 - 3**
**Affidavit of Disadvantaged Business Enterprise**

I HEREBY DECLARE AND AFFIRM that I am the _____ and the duly authorized representative of (the firm of) _____ doing business at _____ (include address, city, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

_____ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or

_____ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since _____, 20__and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the South Central Transit Authority to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: _____

DATE: _____

On this _____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____
(Notary Public)

My Commission Expires _____ (SEAL)

STATE OF: _____

COUNTY/CITY OF:

**CERTIFICATE 6**

**CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contractor), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____ _____

Signature of Authorized Official Title of Authorized Official

_____

Date

(Applies to contracts and sub-contracts over $25,000)

**CERTIFICATE 7**

**PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT CERTIFICATION**

_____hereby certifies
(Bidder)

that it complies with the Steel Products Procurement Act, Act No. 3 of 1978, March 3, P.L. 6, and as amended by Act No. 144 of 1984, July 9 (73 P.S. Section 1871 et seq.).

_____
Name of Individual, Partnership or Corporation

_____
Address

_____ _____
Name of Authorized Person Signature

_____
Date

# CERTIFICATE 8

# CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the South Central Transit Authority ("SCTA") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the SCTA procurement process. In furtherance of this policy, Contractor agrees to the following:

**1**. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania ("Commonwealth") and/or SCTA.

**2.** Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any SCTA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.

**3.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a SCTA or Commonwealth official or employee or to any other person at the direction or request of any SCTA or Commonwealth official or employee.

**4.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a SCTA or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of SCTA or the Commonwealth.

**5.** Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of SCTA or the Commonwealth.

**6**. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

**7.** Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to SCTA in writing at the time of bid or proposal submission and SCTA consents to the Contractor's financial interest prior to SCTA execution of the contract.

**8.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of SCTA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor's internal assessment and review; or otherwise required by law.

**9.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of ,charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that SCTA may, in its sole discretion, terminate the contract for cause upon such notification or when SCTA otherwise learns that SCTA has been officially notified, charged or convicted.

**10.** Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.,

and the regulations promulgated pursuant to that law.

**11**. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the SCTA contracting officer in writing.

**12.** Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

**13**. Contractor shall cooperate with the Lancaster County Controller or the Office of State Inspector General in its investigation of any alleged SCTA or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the 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 refers to or concern this contract.

**14**. For violation of any of the above provisions, SCTA (or Commonwealth, if applicable) may terminate this and any other agreement with the 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 to debar and suspend the Contractor from doing business with SCTA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those SCTA and the Commonwealth or SCTA may have under law, statute or regulations.

**15**. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:

a. "Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or SCTA.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or SCTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, SCTA shall be deemed to have consented by virtue of execution of this contract.

c. "Contractor" means the individual or entity that has entered into this agreement with SCTA, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.

d. "Financial Interest" means:

(1) Ownership of more than five (5%) percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "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.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: _____

BY: _____

Signature

_____

Print Name

_____

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

**CERTIFICATE 9**

# Commonwealth of Pennsylvania

## Public Works Employment Verification Form

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Check One:

☐ Contractor

☐ Subcontractor

Contracting Public Body _____

Contract/Project No. _____

Project Description _____

Project Location _____

Date enrolled in E-Verify _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

_____ _____

Authorized Representative Signature Date of Signature

# CERTIFICATE -10

## BUILD AMERICA, BUY AMERICA (BABA) CERTIFICATION

**The undersigned certifies, to the best of its knowledge and belief, that:**

1. The Contractor understands that the **Build America, Buy America Act**, enacted as part of the **Infrastructure Investment and Jobs Act (Pub. L. 117-58)**, requires that all **iron, steel, manufactured products, and construction materials** used in the performance of this contract be produced in the United States, unless a waiver has been granted by the Federal Transit Administration (FTA).
2. The Contractor certifies that **all iron, steel, manufactured products, and construction materials** incorporated into the project **will comply with the domestic preference requirements** of the Build America, Buy America Act and **2 CFR Part 184**, except as specifically permitted under an approved waiver.
3. The Contractor agrees to maintain documentation sufficient to demonstrate compliance with BABA requirements, including manufacturer certifications, origin documentation, and supply-chain records, and to make such documentation available to the Recipient, the Federal Transit Administration, the U.S. Department of Transportation Office of Inspector General, and the Comptroller General of the United States upon request.
4. The Contractor understands that failure to comply with Build America, Buy America requirements may result in remedies including, but not limited to, withholding of payments, termination of the contract, or other remedies available under federal law.
5. The Contractor further agrees to flow down the requirements of the Build America, Buy America Act and this certification to all subcontractors and suppliers at all tiers, as applicable.

**Waiver Disclosure (If Applicable)**

☐ The Contractor certifies that it **cannot comply** with the Build America, Buy America requirements and requests reliance on an applicable waiver approved by the Federal Transit Administration.

**FTA Waiver Reference (if known):** _____

**Contractor Information**

**Firm Name:** _____

**Address:** _____

**City, State, ZIP:** _____

**Certification Execution**

**Authorized Representative (Printed Name):** _____

**Title:** _____

**Signature:** _____

**Date:** _____

# CERTIFICATE -11

## CLEAN AIR ACT AND CLEAN WATER ACT CERTIFICATION

### Certification

The undersigned bidder/proposer hereby certifies that it has reviewed and understands the requirements of the **Clean Air Act**, as amended (**42 U.S.C. §§ 7401–7671q**), and the **Federal Water Pollution Control Act (Clean Water Act)**, as amended (**33 U.S.C. §§ 1251–1387**).

The bidder/proposer further certifies that:

1. It is **not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities** as of the date of execution of this certification; and
2. It will **comply with all applicable requirements** of the Clean Air Act and the Clean Water Act in the performance of this contract.

### Notification Requirement

The bidder/proposer agrees to immediately notify the recipient if it is placed on the EPA List of Violating Facilities during the performance of this contract.

### Flow-Down Requirement

The bidder/proposer agrees to include the substance of this certification in all subcontracts at any tier and to ensure that subcontractors comply with applicable Clean Air Act and Clean Water Act requirements.

### Applicability

This certification is required for contracts and subcontracts **exceeding $150,000** that are financed in whole or in part with federal assistance.

### Acknowledgment of Federal Requirements

The bidder/proposer acknowledges that compliance with environmental requirements is a **material condition of the contract** and that failure to comply may result in remedies available under the contract and applicable federal law, including termination, suspension of payments, or other enforcement actions.

### Contractor Information

**Firm Name:** _____

**Address:** _____

**City, State, ZIP:** _____

**Telephone:** _____

**Certification Execution**

I certify under penalty of perjury that the information contained in this certification is true and correct and that I am authorized to execute this certification on behalf of the bidder/proposer.

**Authorized Representative (Printed Name):** _____

**Title:** _____

**Signature:** _____

**Date:** _____

# CERTIFICATE -12

## ENERGY CONSERVATION CERTIFICATION

### Certification

The undersigned bidder/proposer hereby certifies that it has reviewed and understands the **mandatory energy efficiency standards and policies** applicable to federally assisted contracts.

The bidder/proposer further certifies that, in the performance of this contract, it will comply with all applicable **energy conservation standards and policies**, including those contained in the **state energy conservation plan** issued in compliance with the **Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.)**.

### Acknowledgment of Federal Requirements

The bidder/proposer acknowledges that compliance with energy conservation requirements is a **material condition of the contract** and that failure to comply may result in remedies available under the contract and applicable federal law, including termination or other enforcement actions.

### Flow-Down Requirement

The bidder/proposer agrees to include the substance of this certification in all subcontracts at any tier and to ensure that subcontractors comply with applicable energy conservation standards and policies.

### Contractor Information

**Firm Name:** _____

**Address:** _____

**City, State, ZIP:** _____

**Telephone:** _____

### Certification Execution

I certify under penalty of perjury that the information contained in this certification is true and correct and that I am authorized to execute this certification on behalf of the bidder/proposer.

2/9/2026

**Authorized Representative (Printed Name): _____**

**Title: _____**

**Signature: _____**

**Date: _____**

# CERTIFICATE -13

## FEDERAL CHANGES ACKNOWLEDGEMENT CERTIFICATION

**Certification**

The undersigned bidder/proposer hereby acknowledges that the contract to be awarded is **subject to federal requirements** that may be amended or modified during the term of the contract.

The bidder/proposer certifies that it agrees to comply with **all applicable federal laws, regulations, executive orders, circulars, and directives**, including those issued by the **Federal Transit Administration (FTA)**, **as they may be amended from time to time**, to the extent that such federal requirements are applicable to this contract.

**Acknowledgment of FTA Master Agreement**

The bidder/proposer acknowledges that the **FTA Master Agreement in effect on the date of contract award** is incorporated by reference into the contract and agrees to comply with all applicable provisions contained therein, including any amendments or revisions that become applicable during the performance of the contract.

**Flow-Down Requirement**

The bidder/proposer agrees to include the substance of this Federal Changes Acknowledgement Certification in all subcontracts at any tier and to require subcontractors to comply with applicable federal requirements.

**Acknowledgment of Material Condition**

The bidder/proposer understands that compliance with applicable federal requirements is a **material condition of the contract** and that failure to comply may result in remedies available under the contract and applicable federal law, including termination, suspension of payments, or other enforcement actions.

**Contractor Information**

**Firm Name:** _____

**Address:** _____

**City, State, ZIP:** _____

**Telephone:** _____

**Certification Execution**

I certify under penalty of perjury that the information contained in this certification is true and correct and that I am authorized to execute this certification on behalf of the bidder/proposer.

**Authorized Representative (Printed Name):** _____

**Title:** _____

**Signature:** _____

**Date:** _____

# CERTIFICATE -14

## U.S. CARGO PREFERENCE CERTIFICATION

### Certification

The undersigned bidder/proposer hereby certifies that it has reviewed and understands the requirements of the **U.S. Cargo Preference Act**, as amended (**46 U.S.C. § 55305**), and the implementing regulations at **46 CFR Part 381**.

The bidder/proposer further certifies that, to the extent the performance of this contract involves the transportation of equipment, materials, or commodities by **ocean vessel**, it shall ensure that **at least fifty percent (50%) of the gross tonnage** of such cargo transported on ocean vessels is carried on **privately owned United States-flag commercial vessels**, to the extent such vessels are available at fair and reasonable rates.

### Compliance and Reporting

The bidder/proposer agrees to:

- Use U.S.-flag vessels for eligible cargo whenever available at fair and reasonable rates;
- Submit **U.S. Cargo Preference shipment reports** to the **Federal Transit Administration** and the **Maritime Administration (MARAD)** in accordance with **46 CFR Part 381**;
- Maintain documentation sufficient to demonstrate compliance with Cargo Preference requirements.

### Flow-Down Requirement

The bidder/proposer agrees to include the substance of this certification in all subcontracts at any tier and to require subcontractors and suppliers to comply with applicable U.S. Cargo Preference requirements.

### Applicability

This certification applies **only when ocean transportation of supplies, materials, or equipment is required** under the contract. If no international ocean shipment is involved, this certification shall be deemed **not applicable**.

### Acknowledgment of Material Condition

The bidder/proposer acknowledges that compliance with U.S. Cargo Preference requirements is a **material condition of the contract** and that failure to comply may result in remedies available under the contract and applicable federal law, including withholding of payments or other enforcement actions.

### Contractor Information

**Firm Name:** _____

**Address:** _____

**City, State, ZIP:** _____

**Telephone:** _____

**Certification Execution**

I certify under penalty of perjury that the information contained in this certification is true and correct and that I am authorized to execute this certification on behalf of the bidder/proposer.

**Authorized Representative (Printed Name):** _____

**Title:** _____

**Signature:** _____

**Date:** _____

# CERTIFICATE -15

## ACCESS TO RECORDS CERTIFICATION

**Certification**

The undersigned bidder/proposer hereby certifies that it agrees to provide **full and free access** to all records, books, documents, papers, accounting records, and other evidence pertaining to this contract.

Such access shall be provided to the **Federal Transit Administration (FTA)**, the **U.S. Department of Transportation**, the **U.S. Department of Transportation Office of Inspector General**, the **Comptroller General of the United States**, and any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts, and transcriptions.

**Retention Period**

The bidder/proposer agrees to maintain all such records for a period of **not less than three (3) years** after final payment under the contract or longer if required by applicable federal requirements or if any litigation, claim, or audit is started before the expiration of the three-year period.

**Flow-Down Requirement**

The bidder/proposer agrees to include the substance of this Access to Records Certification in all subcontracts at any tier and to require subcontractors to comply with the same record access and retention requirements.

**Acknowledgment of Material Condition**

The bidder/proposer acknowledges that compliance with access-to-records requirements is a **material condition of the contract** and that failure to comply may result in remedies available under the contract and applicable federal law, including termination, suspension of payments, or other enforcement actions.

**Contractor Information**

**Firm Name:** _____

**Address:** _____

**City, State, ZIP:** _____

**Telephone:** _____

**Certification Execution**

I certify under penalty of perjury that the information contained in this certification is true and correct and that I am authorized to execute this certification on behalf of the bidder/proposer.

**Authorized Representative (Printed Name):** _____

**Title:** _____

**Signature:** _____

**Date:** _____

**CERTIFICATE -16**

# Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),
(Name of Firm) _____ certifies, by submission of this proposal, that neither it nor its "principals" as defined at 49 CFR, Part 29105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm)_____ is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)
THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

Please indicate only **ONE** scenario above.

(Name of Firm)_____
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official: _____

Date: _____

## CERTIFICATE - 17

## PROHIBITED TELECOMMUNICATIONS EQUIPMENT OR SERVICES CERTIFICATION

The undersigned certifies, on behalf of the Offeror/Contractor identified above, that the Offeror/Contractor is in compliance with **Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)** and the implementing regulations, including **FAR 52.204-24, FAR 52.204-25, and FAR 52.204-26**, as applicable.

Specifically, the Offeror/Contractor represents and warrants that:

1. **Prohibited Equipment and Services**
   The Offeror/Contractor **does not use** covered telecommunications equipment or services, or use 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 defined in Section 889 and the FAR.
2. **Covered Telecommunications Equipment or Services** include, but are not limited to, telecommunications equipment or services produced or provided by:
   - Huawei Technologies Company;
   - ZTE Corporation;
   - Hytera Communications Corporation;
   - Hangzhou Hikvision Digital Technology Company; or
   - Dahua Technology Company;

   or any subsidiary or affiliate of such entities.
3. **Reasonable Inquiry**
   The Offeror/Contractor has conducted a **reasonable inquiry** within its organization to ensure compliance with Section 889, as required by applicable FAR provisions.
4. **Flow-Down Requirement**
   The Offeror/Contractor shall include the substance of this certification and the applicable FAR clauses in all subcontracts and purchase orders at all tiers, as required.
5. **Ongoing Obligation**
   The Offeror/Contractor agrees to notify the Contracting Agency immediately if it becomes aware of any use or provision of covered telecommunications equipment or services during the term of the contract.

This certification is made under penalty of perjury and is true and correct to the best of the undersigned's knowledge and belief.

---

**Authorized Representative (Print Name):** _____
**Title:** _____
**Signature:** _____
**Date:** _____