SMALL PURCHASES ($13,200 to $24,500)

FTA Third Party Contract Provisions

(Update 2/09/2026 Revision 10/12/2026)

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, 18 U.S.C. § 1001, 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 SCTA and 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, in accordance with 2 CFR §200.334. 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, issued by the FTA, including the current FTA Master Agreement and FTA Circular 4220.1F as amended or superseded. 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. Failure to comply shall constitute a material breach of contract.

6. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. ¶ 2000e, and Federal transit laws at 49 U.S.C. ¶ 5332, and 41 CFR Part 60, 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, gender identity 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, gender identity 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; 49 C.F.R. Part 21 and 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: The Contractor or subcontractor shall not discriminate on the basis of color or national origin, in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. 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.

   SCTA encourages participation by Disadvantaged Business Enterprises. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

9. FTA TERMS AND DEFINITIONS: All applicable contractual provisions required by the FTA, including definitions and terminology as set forth in FTA Circular C.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 **(applicable to Small Purchases involving Overseas Air for Property or Persons)** 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.

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 2 CFR §200.216 and §200.471 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. TERMINATION:

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.

22. DISCRIMINATION ON THE BASIS OF DISABILITY **(Applies to all Small Purchases except for Materials and Supplies)**

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.

23. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE AND STANDARDS **(Applies to Small Purchase ITS projects only)**

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.

24. CONSTRUCTION REPORTS **(Applies to Small Purchase Construction Projects only)**

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.

25. VETERAN’S EMPLOYMENT PREFERENCE **(Applies to Small Purchase Construction Projects only)**

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.

26. DEBARMENT AND SUSPENSION

For contracts exceeding $25,000, the Contractor shall certify that it is not debarred or suspended pursuant to 2 CFR Part 180 and 2 CFR Part 1200.

For contracts at or below $25,000, SCTA shall verify contractor eligibility through SAM.gov and document the procurement file. This requirement shall flow down to covered subcontracts.

27. BUILD AMERICA, BUY AMERICA (WHEN APPLICABLE)

If this procurement includes iron, steel, manufactured products, or construction materials funded in whole or in part with Federal assistance, the Contractor shall comply with domestic content requirements pursuant to 49 U.S.C. § 5323(j) and applicable FTA guidance.

28. AFE OPERATION OF MOTOR VEHICLES

The Contractor shall adopt policies prohibiting texting while driving and encourage seat belt use.

29. PROTECTION OF SENSITIVE SECURITY INFORMATION

The Contractor shall comply with 49 C.F.R. Parts 15 and 1520 regarding Sensitive Security Information.