EXHIBIT 1

Sample Agreement No. R26-07

LEARNING MANAGEMENT SYSTEMS AGREEMENT

BETWEEN

PORT AUTHORITY OF ALLEGHENY COUNTY
d/b/a
PITTSBURGH REGIONAL TRANSIT

AND

[INSERT CONTRACTOR]

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AGREEMENT NO. R26-07

LEARNING MANAGEMENT SYSTEMS AGREEMENT

THIS LEARNING MANAGEMENT SYSTEMS AGREEMENT (this "Agreement") is made as of the __ day of _____, 2026, by and between PORT AUTHORITY OF ALLEGHENY COUNTY d/b/a PITTSBURGH REGIONAL TRANSIT, a body corporate and politic created under the provisions of the Second Class County Port Authority Act, as amended, having its principal office at 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527 ("PRT"), and [INSERT CONTRACTOR NAME], a _____ [corporation/limited liability company/limited partnership] having an address of [Insert Contractor Address] ("Contractor").

W I T N E S S E T H:

WHEREAS, PRT desires to engage Contractors to provide learning services with respect to (all as more fully described in this Agreement and the Scope of Services, Attachment A hereto, the "Contract Services"), _____(and collectively with the Contract Services, the "Project"); and

WHEREAS, to obtain qualified contractors, PRT required submission of proposals to provide the Contract Services as described in its "Requests for Proposals for a Learning Management Systems," RFP No. 26-07 dated June, 2026 (the "RFP"), as amended; and

WHEREAS, in response to the RFP, Contractor submitted, a proposal (the "Contractor's Proposal") and, in reliance thereon, PRT has selected Contractor to provide the Contract Services; and

WHEREAS, PRT and Contractor desire to set forth their mutual understanding and agreement concerning, among other things, the scope of the Contract Services, the schedule of Contractor's delivery of the Contract Services, and the basis upon which Contractor will be compensated for the Contract Services.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, do mutually covenant and agree as follows:

1. Interpretation of Documents/Incorporation of Recitals.

1.1 **Recitals.** The recitals and references aforesaid are incorporated herein and made a part hereof.

1.2 **References.** In this Agreement, except where expressly stated to the contrary:

(a) the RFP, Contractor's Proposal, clarifications submitted by Contractor, and Attachments to this Agreement are, by this reference, incorporated into and made a part of this Agreement and all references to and mentions of this Agreement shall include the RFP, Contractor's Proposal, and Attachments to this Agreement as so incorporated into this Agreement;

(b) references to and mentions of PRT and Contractor include their respective legal successors and persons and entities to whom, by operation of law, the rights and duties of PRT and Contractor, respectively, have passed;

(c) references to any federal, state or local law, regulation or statute shall include, as of any particular point in time, that law, regulation or statute in changed, amended or supplemented form or to a newly adopted law, regulation or statute replacing a previous law or statute;

(d) references to and mentions of the words "include," "including" or the phrase "e.g." in this Agreement shall mean "including, without limitation"; and

(e) The PRT and the Contractor are individually referred to as a "Party" and collectively referred to as the "Parties".

1.3 **Interpretation of Documents.** In the event of a conflict between the terms of the RFP and Contractor's Proposal, the terms of the RFP shall prevail. In the event of a conflict between the terms of the RFP or the Contractor's Proposal, on the one hand, and any other portion of this Agreement, on the other hand, the terms of this Agreement shall prevail.

2. Engagement of Contractor.

2.1 **Engagement.** PRT hereby engages Contractor to perform, and Contractor hereby agrees to perform, the Contract Services as set forth in the Agreement, including the Scope of Services, attached hereto and made a part hereof as Attachment A. Within ten (10) days after this Agreement has been awarded by PRT, Contractor shall deliver to PRT a properly executed Agreement, in duplicate.

2.2 **Authorization to Provide Contract Services.** This Agreement by itself does not authorize the performance of Contract Services by Contractor, or obligate PRT to reimburse Contractor for any Contract Service performed. Contract Services provided by Contractor shall be performed pursuant to work orders ("Work Orders") issued by PRT in the form attached hereto as Attachment B(2). PRT will compensate Contractor for the Contract Services in the manner set forth in the applicable Work Order and any attachments thereto. Each Work Order shall contain a not-to-exceed amount for direct and indirect costs plus a Minimum Fee and a Maximum Fee (as such terms are defined in Section 6.7) for Contract Services covered by the Work Order, and shall both authorize the Contractor to proceed with the Contract Services set forth in the Work Order and obligate PRT to reimburse Contractor in the manner set forth therein in accordance with Section 6 of this Agreement for such Contract Services actually performed. PRT reserves full discretion relative to the issuance of subsequent Work Orders to be performed by Contractor. Contractor acknowledges and agrees that this Agreement or any Work Order issued hereunder does not grant, and shall not be construed to grant, to Contractor the sole and exclusive right to provide the Contract Services. Contractor further acknowledges that PRT, in its sole discretion, may enter into one or more agreements with other contractors to perform the Contract Services.

3. Term.

3.1 **Term.** Except for any earlier termination of this Agreement pursuant to Section 10 hereof, the term of this Agreement (the "Term") shall commence on the date that PRT provides a written Notice-to-Proceed (the "NTP") to Contractor, the date of which NTP is the Effective Date of this Agreement (the "Effective Date") and continue for a period of three (3) years from the Effective Date (the "Termination Date"). PRT, in its sole discretion, may extend the term of this Agreement by one or more written amendments hereto for up to two (2) additional one (1) year.

3.2 **Requirement for Timely Performance.** Time is of the essence in the performance of the Agreement. The time requirements for the Contract Services will be as set forth in Attachment A (as the same Attachment A shall then exist) to this Agreement and Contractor shall comply with all such time requirements. Unless otherwise expressly stated, any reference to "days" in this Agreement shall mean calendar days.

3.3 **Force Majeure.** Contractor shall only be granted an adjustment in the time requirements for completion of the Contract Services due to unforeseen causes beyond the control and without the fault or negligence of Contractor such as those caused by act of God or of a public enemy, fire, floods, epidemics, quarantine restrictions, strikes and other work stoppage caused by a labor dispute, shortage of materials and freight embargoes, provided that Contractor has taken reasonable precautions to prevent delays due to such causes. An adjustment in the time requirements for completion of the Contract Services shall not be granted for a delay caused by a shortage of materials, except PRT-furnished materials, unless Contractor furnishes to PRT documentary proof that the Contractor has diligently made every effort to obtain such materials from all known and reasonable sources. Only the physical shortage of material shall be considered under this provision as a cause for an adjustment in the time requirements for completion of the Contract Services. No consideration shall be given to any claim that material could not be obtained at a reasonable, practical or economic cost. In the event of any delay beyond the control of PRT or any delay set forth above with respect to Contractor, the schedule and time of performance of this Agreement may be appropriately adjusted as agreed to in writing by the parties with such appropriate adjustment being made to the Contract Services. Without limiting the generality of the foregoing, any delay due to a work stoppage by employees of PRT shall constitute delay beyond the reasonable control of PRT.

3.4 **Access to Property.** PRT shall provide access, during normal business hours and as jointly agreed, to its property reasonably necessary to the performance of the Contract Services.

4. **Contractor's Performance.** The Contractor agrees as follows:

4.1 **Capability.** Contractor warrants that it has the experience and capability, including sufficient and competent supervisors and other personnel, to properly, efficiently and expeditiously accomplish the Contract Services as required by this Agreement and applicable federal, state and local laws. Contractor further warrants that it will continuously furnish said personnel to so accomplish the Contract Services.

4.2 **Nature of the Contract Services.** Contractor acknowledges that it has satisfied itself as to the nature of the Contract Services, the general character, magnitude and quality of the services required during and for satisfactory completion of the Contract Services, the general and local conditions and all other matters which could affect the Contract Services, based on information reasonably available to Contractor prior to the date of this Agreement. Contractor shall assume responsibility for all management, coordination and all other tasks and activities as specified in the Agreement and required to perform the Contract Services.

4.3 **Guidelines.** Contractor shall comply with and follow all PRT policies, guidelines and procedures with respect to its performance of the Contract Services, to the extent that such policies, guidelines and procedures are provided to Contractor.

4.4 **Efforts.** In addition to, and in light of, each of the foregoing, Contractor shall utilize its best efforts in performing the Contract Services

4.5 Contractor's Power and Authority.

Contractor has the full power and authority to enter into this Agreement and to grant a license, if applicable, to use any necessary and/or provided software and hardware, without the consent of any other person or entity not heretofore obtained. None of the Contractor Software, as defined below, nor PRT's use thereof as contemplated in this Agreement will infringe any intellectual property rights of any third party.

5. Personnel.

5.1 Contractor's Obligation to Secure. Contractor shall provide, at its own expense, all personnel and materials required for its performance of the Contract Services, in accordance with the terms of this Agreement. Such personnel shall not be employees of PRT, the County of Allegheny, the Southwestern Pennsylvania Commission, the Commonwealth of Pennsylvania, or the Federal Transit Administration of the United States Department of Transportation (the "FTA"). Employment fees, if any, shall not be considered as a reimbursable cost hereunder, except to the extent allowable pursuant to Federal Acquisition Regulations (48 C.F.R., Part 31). All employees of Contractor or any of its subcontractors or suppliers, all Key Personnel (as such term is defined in Section 5.3 below), whether performing their functions at Contractor's place of business, PRT's place of business or elsewhere, shall, at all times, be and remain employees of Contractor or the appropriate subcontractor or supplier and shall not be employees of PRT. Contractor shall pay or cause its subcontractors and suppliers to pay all wages, salaries and other amounts due to their respective employees who perform on Contractor's behalf under this Agreement and Contractor or its subcontractors or suppliers shall be responsible for all reports, payments and other obligations respecting such employees, those obligations relating to social security, income tax withholding, unemployment compensation and worker's compensation. Contractor, at its sole cost and expense, shall defend PRT, and its permitted assignees under this Agreement against or settle all claims and proceedings based upon any breach by Contractor of its obligations under this Section 5.1 or based upon any claim by any employee of Contractor or any of its subcontractors or suppliers that is inconsistent with the provisions of this Section 5.1 and shall indemnify and hold harmless PRT against and from any losses, costs or expenses associated therewith.

5.2 Contractor's Obligation to Supervise. All of the Contract Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the performance of the Contract Services shall be Contractor's or its approved subcontractors' employees, and Contractor shall be solely responsible for assuring that all such personnel are fully qualified to perform the Contract Services and are adequately supervised during such performance.

5.3 Key Personnel.

PRT and Contractor shall each designate an individual within their organization as the primary contact and liaison with the other Party for all matters arising under this Agreement (each individually being a "Project Manager" and collectively the "Project Managers"). Contractor's Project Manager and each of the other key personnel identified on Attachment C (collectively, the "Key Personnel") shall be assigned to and shall perform the Contract Services, unless his or her employment with Contractor is terminated or unless he or she is removed pursuant to PRT's written request as provided for under this Agreement. Contractor shall notify PRT in writing of the termination of any of Key Personnel within seven days after the occurrence of such action.

5.4 **Additions to Key Personnel.** If additions to Key Personnel become necessary, for whatever reason, Contractor shall designate, by written notice to PRT, those individuals whom Contractor proposes as additional Key Personnel. PRT shall have the right to approve additional Key Personnel, which approval shall not be unreasonably withheld. From time to time PRT may request, and upon such request Contractor shall provide to PRT, resumes, references or other information relating to any Key Personnel, subject always to the extent permitted by the underlying contracts of employment with the respective Key Personnel.

5.5 **Removal of Personnel.** Contractor shall remove from the performance of the Contract Services any of its personnel and its subcontractors theretofore assigned to the performance of the Contract Services within five days of a written request from PRT that Contractor do so. The PRT shall have the right to request removal of any person employed in connection with this Agreement by Contractor or its subcontractors, who is (a) disruptive, (b) abusive or (c) clearly lacking in the required skills or expertise.

5.6 **Dedication of Key Personnel.** Key Personnel shall be dedicated to the fulfillment of Contractor's obligations under this Agreement. The Key Personnel shall be assigned to and participate in the performance of the Contract Services until the completion of the assigned Contract Services, or such earlier time as PRT acknowledges, in writing, that the work of certain Key Personnel has been completed and are thus no longer required to participate in the performance of the Contract Services. The Key Personnel shall not be removed from participation in the performance of the Contract Services except in case of death, illness, discharge or resignation, or similar circumstances beyond the Contractor's reasonable control. If any of the Key Personnel become unavailable to participate in the performance of their assigned portion(s) of the Contract Services due to such circumstances beyond the Contractor's control, then the Contractor shall promptly appoint an appropriately qualified replacement subject to PRT's approval, which shall not be unreasonably withheld. PRT shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience. If the Contractor informs PRT that it wishes to relocate any of the identified Key Personnel and remove him or her from their assigned portion(s) of the Contract Services, for its own or the Key Personnel's reasons not having to do with death, illness, discharge or similar circumstances, PRT may, at its sole discretion, permit substitution of another qualified person, but only upon the Contractor's agreement that: (1) the current Key Personnel will remain working on their assigned portion(s) of the Contract Services for at least a 30 day transition period with the replacement and or such other term as deemed necessary by PRT, in writing, to ensure adequate transition, (2) PRT will not be charged for the time of the replacement during the transition period. Contractor will not be required to retain Key Personnel on the Project if that portion of the Contract Services, in whole or in part, is suspended for a period in excess of 90 calendar days.

6. Compensation.

6.1 **Compensation of Contractor.** For the timely and full performance of all of the Contract Services and for the deliverables provided for herein, Contractor shall be compensated in accordance with the provisions of this Section 6 and as set forth in Attachment B. The total not to exceed amount shall be _____ and 00/100 Dollars ($_____.00) herein called the Maximum Price and Contractor shall not be entitled to any further compensation other than the Maximum Price. The Maximum Price shall include all applicable federal, state, local and other taxes and Contractor shall be solely responsible for payment thereof.

6.2 Allocation.

PRT will compensate Contractor for the performance of the Contract Services based on the scheduled costs attributable to those portions of the Contract Services specified in Attachment A, Scope of Services.

(a) PRT will make payments under this Agreement in accordance with the Payment Milestones identified in the Payment Schedule set forth in Attachment B. Upon the conclusion of the performance of the portion of the Contract Services associated with a particular Payment Milestone, Contractor shall provide documentation, in a form acceptable to PRT, to the PRT's Project Manager setting forth and identifying the portion of the Contract Services completed in achieving said Payment Milestone. The PRT will thereafter review and determine whether Contractor has properly completed the portion of the Contract Services necessary to complete the Payment Milestone.

(b) Upon proper and timely completion and acceptance by PRT of the portion of the Contract Services associated with a Payment Milestone, PRT will prepare and provide to Contractor within 10 days a "Project Milestone Acceptance Notification" in a form acceptable to PRT. Because PRT's payment obligations will be triggered by the occurrence of specific events rather than by the passage of time, the Parties acknowledge that agreed changes to the Contract Services after the date of this Agreement may delay or accelerate the occurrence of some or all of the payments required under the Payment Milestones listed in Attachment B, thereby delaying or accelerating PRT's related payment obligations to Contractor under this Agreement.

6.3 Eligibility of Costs. The eligibility of all costs shall be governed by the provisions of 48 C.F.R., Part 31, in effect at the time such expense was incurred, except as otherwise expressly provided in this Agreement. In the event expenditures reimbursed to Contractor under this Agreement as part of the Maximum Price are subsequently properly disallowed by PRT due to accounting errors or charges not in conformity with this Agreement, Contractor agrees to immediately refund such amounts to PRT or permit PRT to offset the same against any amount(s) then currently due to Contractor for the Contract Services.

6.4 Submission of Invoices. Contractor shall submit invoices to the PRT in accordance with this Agreement, specifically in accordance with Sections 6.2 and 6.3 above, and Attachment B, with a copy to PRT. Each such invoice shall be prepared in a form satisfactory to PRT and shall reflect the correlation between that invoice and the work performed by Contractor relating thereto. Each such invoice that includes costs to be paid on a direct cost basis shall be supported by a certified statement of costs incurred by Contractor in the performance of the applicable Contract Services, which certified statement shall contain, at a minimum, the names, hours of work, and rate of individuals working on the Contract Services and copies of invoices for all direct expenses. All invoices shall be prepared from the books of account kept by Contractor, and Contractor shall make available, at reasonable times when requested by PRT, copies of payroll distribution and individual labor time sheets, receipted bills, and other documents reasonably required by PRT.

6.5 Payment Obligations of PRT and Contractor.

PRT shall, within 60 days after its receipt of an approvable invoice and related Progress Reports pursuant to Section 7 hereof, process payment to Contractor. Contractor shall, in accordance with 49 C.F.R.

§26.29, pay its subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment it receives from PRT for any invoice that includes work performed by such subcontractors. Contractor shall also pay its subcontractors all retainage, in any form, if such retainage has been withheld from the subcontractor by Contractor, within 30 days after the subcontractor's work is satisfactorily completed, regardless of whether such retainage is still being withheld by PRT from Contractor. Contractor's failure to comply with these requirements shall constitute a material breach of this Agreement. Any delay or postponement of payment of Contractor to its subcontractors may take place only for just cause and with written prior approval of PRT.

6.6 Adjustments in Overhead.

Until the actual overhead rate is established by audit for each year, the invoices shall be computed by using actual labor rates and provisional overhead (Burden) rates for billing purposes of ____ percent of the direct labor costs. No overhead or any other form of markup shall be made on direct expenses or subcontract costs. The actual overhead rate shall be as established by audit. The overhead rate to be paid shall not exceed the provisional overhead rate stated herein. If the actual overhead rate, as established by audit, is lower than the stated provisional overhead rate, the lower actual overhead rate shall apply and Contractor agrees to immediately refund to PRT an amount equivalent to the difference between the lower actual overhead rate and the provisional overhead rate.

If the Defense Contract Audit Agency (DCAA) performs audits of Contractor's overhead rate, Contractor shall provide to PRT the audit reports from DCAA as soon as they become available. Otherwise, within 12 months of the end of each of Contractor's fiscal years, Contractor shall provide to PRT audited overhead rates from an independent certified public accountant.

If DCAA performs audits of Contractor's overhead rates and is more than four years in arrears in completing such audits, Contractor shall provide audited overhead rates from an independent certified public accountant to PRT for use in determining an interim overhead rate adjustment. At such time as DCAA completes its audits of Contractor's overhead rates, Contractor shall provide the DCAA audit reports for PRT's use in determining the final overhead rate adjustment. All audited overhead rates shall comply with the provisions of 48 C.F.R., Part 31.

6.7 Reserved

6.8 Complete Payment. It is further understood and agreed that, except for modifications to this Agreement made in accordance with the terms of this Agreement pursuant to Section 12, payment of the Maximum Price under this Section 6 shall constitute complete payment for the Contract Services performed and deliverables provided under this Agreement.

6.9 Taxes. Contractor shall be solely responsible for the payment of all applicable federal, state, local and other taxes, fees and duties.

6.10 Compensation Schedule. Contractor shall maintain on file with PRT its current compensation schedule, covering wage rates and salaries for personnel classifications eligible for reimbursement as direct costs for performance of the Contract Services. Such compensation schedule shall conform to general prevailing rates and shall be reviewed at least annually for necessary adjustment.

Except as approved by PRT pursuant to this Section 6.10 and set forth on Attachment B, in no case shall Contractor or its subcontractors charge PRT for individual rates of wages and salaries in excess of ___ and __/100 Dollars ($___) per hour without prior written approval of PRT. If personnel performing Contract Services hereunder are paid at rates greater than $___ per hour, Contractor shall charge PRT no more than $____ per hour for such Contract Services, unless written approval of PRT has been given to Contractor. In the event that a change in Contractor's Project Manager or any of the other Key Personnel occurs, compensation to Contractor shall be at the actual rate for the replacement individual or the previously identified rate for the replaced individual, whichever is less, unless otherwise approved by PRT.

7. Progress Reports.

If and as required by PRT, Contractor shall submit to PRT written monthly progress reports ("Progress Reports") in a form acceptable to PRT on or before the fifteenth (15th) day of each calendar month and pertaining to the prior one month period. Progress Reports shall include the following items, as directed by PRT: (1) the activities started during the report period, progress made on on-going (in-progress) activities and activities to be started in the next report period; (2) the activities completed during the report period and those to be completed in the next report period; (3) financial status with actual vs. budget for both costs and manpower, along with forecasts to completion; (4) project schedule summary with detailed explanations for any deviations and slippages and, if applicable, plans for schedule recovery; (5) identification of any major problems that may impact the completion or schedule of the Contract Services or the Project; (6) pending action items requested by Contractor; (7) subcontractor status reports; (8) log of correspondence for the report period; and (9) Disadvantaged Business Enterprise (DBE) / Diverse Business ("DB") utilization status reports, including a detailed explanation and recovery plan if DBE/DB goals are not being met. Unless and except to the extent Contractor expressly indicates in any such report any alleged deficiencies in PRT's performance under this Agreement, PRT shall be deemed to be fully in compliance with its obligations under this Agreement through the period pertaining to such report.

8. Contract Work Hours and Safety Standards.

Contractor shall comply with 29 C.F.R. §5.5(b) relating to contract work hours and safety standards to the extent applicable. The Contractor and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of four years from the completion of this Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such 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 shall be made available by the Contractor or its subcontractors for inspection, copying or transcription by authorized representatives of the Department of Labor, the Commonwealth of Pennsylvania and/or PRT, and the Contractor, or its subcontractors, will permit such representatives to interview employees during working hours on the job.

9. Representations and Warranties of Contractor.

In addition to any other warranties set forth in this Agreement, Contractor warrants, affirmatively represents and covenants as follows:

(a) Contractor shall use its best efforts in performing the Contract Services and all Contract Services hereunder shall be performed in a good and workman like manner consistent with industry standards.

(b) All Contract Services, including the Contractor Software, and any and all deliverables, including, without limitation, any software whether in object code or source code form, systems, subsystems, components, parts, materials, equipment, documents, services and other items furnished pursuant to this Agreement, shall be, and shall perform, in accordance with the requirements of this Agreement the Scope of Services.

(c) Title conveyed under the provisions of this Agreement shall be good and marketable and rightful and all materials, components, parts, equipment, documents and other items used for, or delivered or returned to, PRT shall be free of all security interests or other liens or encumbrances whatsoever.

(d) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Contract Services shall have, the unconditional and irrevocable right, power, and authority, including all permits and licenses required, to provide the Contract Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement

(e) The materials, software, systems, subsystems, components, parts, equipment, documents and other items furnished pursuant to this Agreement shall be free from defective and inferior materials, equipment and workmanship and shall be suitable for their intended purpose.

(f) All software, software licenses and other software functions, including any required customization, shall meet the requirements of this Agreement, shall be free from defect, and shall be consistent with any written or oral representations or warranties of Contractor.

(g) Contractor shall deliver to PRT all of the software required to properly and fully operate the Learning Management System and none of the Contract Services, Contractor Software or PRT's use thereof shall infringe or misappropriate any intellectual property rights or other rights of any third party.

(h) Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the Contractor's Proposal or this Agreement.

(i) No member or delegate to the Congress of the United States, member, officer or employee of PRT, the Commonwealth of Pennsylvania or the County of Allegheny was engaged in or was responsible for the development of the specification or the award or administration of the Contractor's Proposal for this Agreement, nor any member of the immediate family of any PRT board member, officer or employee, or member of their immediate family, has any interest, direct or indirect, in this Agreement or the benefits arising therefrom.

(j) No member, officer, or employee of PRT or of a local public body, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(k) The members, officers, employees and agents of PRT have neither solicited nor accepted gratuities, favors or anything of monetary value from Contractor.

(l) Contractor shall comply with any and all applicable federal, state and local laws, regulations, policies and related administrative practices presently in effect, as well as any changes and amendments to these laws, regulations, policies and practices which may become effective during the period of this Agreement.

(m) Contractor acknowledges and agrees that notwithstanding any concurrence by the Commonwealth of Pennsylvania and/or the County of Allegheny, in or approval of the solicitation or the award, if any, of this Agreement, absent the express written consent of the Commonwealth of Pennsylvania and the County of Allegheny, respectively, the Commonwealth of Pennsylvania and the County of Allegheny, respectively, is not a party to this Agreement and shall not be subject to any obligations or liabilities to, or claim by, Contractor or any other party pertaining to any matter resulting from this Agreement.

(n) Contractor acknowledges that the provisions of the applicable 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, shall apply to this Agreement and the Contract Services. By executing this Agreement, Contractor certifies and affirms the truthfulness and accuracy of each statement it has made, it makes, it may make or causes to be made pertaining to, or in connection with, this Agreement and/or the Contract Services.

(o) Contractor shall include the above clauses (h) through (n) in each subcontract at any tier.

10. Insurance/Indemnification.

10.1 General. Contractor shall procure, and cause any subcontractors to procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense, during the entire period of the performance under this Agreement, the types and amounts of insurance listed in this Section 10 with insurance companies authorized to operate in Pennsylvania and with insurance companies having a minimum A- rating as then stated by A.M. Best. Contractor's insurance shall be primary and non-contributory. Evidence of coverage shall be provided on an annual basis and/or upon request of PRT.

Limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies. In the event that the required limits must be satisfied by any combination of primary and excess or umbrella the polices should provide drop down coverage and provide at least as broad of coverage as the underlying policies.

10.2 Worker's Compensation and Employer's Liability.

(a) Workers' Compensation - Statutory Limits

(b) Employer's Liability in an amount not less than:

$500,000 Each Accident
$500,000 Disease - Policy Limit
$500,000 Disease - Each Employee

Note:

(i) Coverage shall be provided in accordance with the laws of the Commonwealth of Pennsylvania and the laws of such other jurisdictions as may apply.

(ii) The Contractor shall require, and hereby certifies, that each of its Subcontractors maintains Workers' Compensation Insurance in accordance herewith, and shall provide to PRT written evidence of such coverage then in effect for each Subcontractor upon PRT's request.

10.3 <u>Commercial General Liability.</u>

In an amount not less than:

$2,000,000 General Aggregate
$2,000,000 Products – Completed Operations Aggregate
$2,000,000 Each Occurrence

Notes:

(i) Contractor shall maintain such Products and Completed Operations liability coverage for at least six (6) years after final payment.

(ii) Policy shall provide that "Port Authority of Allegheny County" be named as an Additional Insured for Contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to Authority, and neither Contractor nor its insurer shall have any claim against Authority to the extent the claim is or should have been covered by insurance.

(iii) If Claims Made coverage is provided, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

10.4 <u>Business Automobile Liability.</u>

With a Combined Single Limit not less than:

$1,000,000 Each Accident

Notes:

(i) Policy shall cover the use of all owned, hired and non-owned vehicles.

(ii) Policy shall provide that "Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit" be named as an additional insured for Contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to PRT, and neither Contractor nor its insurer shall have any claim against PRT to the extent the claim is or should have been covered by insurance.

10.5 <u>Technology Errors & Omissions Insurance.</u>

In an amount not less than:

$2,000,000 Each Claim

Notes:

(i) The Policy shall provide coverage for loss or disclosure of electronic data, media and content rights, infringement and liability, network security failure, copyrights infringement and bodily injury and property damage due to the failure of the products or services.

(ii) The Policy retroactive date shall be effective to the date of this Contract and the extended reporting period or policy renewal must provide that the Policy shall respond to claims made for at least twenty-four (24) months after final completion of the Contract Services.

10.6 <u>Cyber Liability</u>.

In an amount not less than:

$2,000,000 Each Claim

Notes:

(i) The policy shall expressly provide, but not be limited to, coverage for the following: the unauthorized use/access of a computer system; the defense of any regulatory action involving a breach of privacy; failure to protect confidential information (personal and commercial information) from disclosure; notification costs, whether or not required by statute; network security liability; defense costs; and privacy liability.

(ii) Such policy shall include "CLIENT and any and all subsidiaries, directors, officers, employees, and agents as their interest may appear" as an additional insured.

(iii) Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Client against Supplier, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

10.7 <u>Approval</u>.

Contractor shall not commence work under this Agreement until it has forwarded to PRT, for review and approval, certificate(s) of the insurance required. PRT shall be given a minimum of 30 days' notice in the event of change or cancellation of any of the insurance required. The fact that Contractor has obtained the insurance required in this Agreement shall in no manner lessen nor affect Contractor's other obligations set forth in any provision of this Agreement.

The policies of insurance referenced above are not to contain any deductible or self-insured retention, as applicable to PRT as an additional insured. In the event the insurance policies purchased by Contractor pursuant to the above insurance requirements contain any deductible or self-insured retention provisions, Contractor shall provide PRT with disclosure of said deductible or self-insurance retention prior to execution of the Agreement, which will be subject to PRT approval. If PRT approves any insurance policy that includes a deductible or self-insured retention, Contractor shall be responsible for payment of any

and all deductibles or self-insured retentions, whether owing from the named insured or PRT as an additional insured, applicable to the policies of insurance referenced above. Contractor's indemnification obligations and liability are not limited to the limits of insurance required.

Certificate Holder.
Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, 345 Sixth Avenue, Pittsburgh, PA 15222

10.8 Indemnification.

Contractor agrees, on behalf of itself and its officers, directors, employees, agents, subcontractors, suppliers, insurers, successors and assigns, that it shall, at its sole cost and expense, defend any and all suits, actions, causes of action and/or claims brought or raised against PRT and/or the other agencies and entities as identified in the Agreement, and their respective officers, members, employees, agents, consultants, insurers, successors and assigns, for or on account of any injuries, including death, damages, punitive damages, loss of property, costs, and/or expenses, including, but not limited to, reasonable attorneys' fees, caused or alleged to have been caused, in whole or in part, by, through, or in connection with, the performance of the Contract Services or the Agreement, whether due to the use of defective materials or defective workmanship, on account of any act, omission, or negligence of Contractor and/or its employees, agents, subcontractors or suppliers or any breach of any representation, warranty, covenant or obligation of Contractor or any of its employees, agents, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless PRT and the other agencies and entities as identified in the Agreement, and their respective officers, members, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, punitive damages, loss of property, costs, and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of Contractor, and/or its employees, agents, consultants, subcontractors or suppliers, in the performance of the Contract Services and/or the Agreement or any breach of any representation, warranty, covenant or obligation of Contractor, any of its subcontractors or suppliers or any of their respective employees, agents or other representatives; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from, in whole or in part, the performance of the Contract Services or the Agreement. The above provisions shall further apply to any injury, including death, suit, action, cause of action, claim, loss, demand or damage brought by, or on behalf of, any employee of Contractor, or its subcontractors or suppliers, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, or responsible, against PRT and/or the other agencies and entities as identified in the Agreement, and/or their respective officers, members, employees, agents, consultants, insurers, successors and assigns; Contractor expressly waives for itself and its subcontractors, suppliers and insurers any and all protections afforded under the Pennsylvania and any other applicable workers' compensation act, but only as is necessary to fully comply with their responsibilities and obligations under these provisions; and the obligations hereunder shall not be limited, in any way, by any limitation on the account or type of damages, compensation or benefits payable by or for Contractor or its subcontractors or suppliers under any applicable workers' compensation act, disability benefits act, any other employee benefits acts or any insurance.

Contractor further agrees, on behalf of itself and its officers, directors, employees, agents, subcontractors, suppliers, insurers, successors and assigns, that it shall, at its sole cost and expense, defend any and all suits, actions, causes of action and/or claims brought or raised against PRT and/or the other agencies and

entities as identified in the Agreement, and their respective officers, members, employees, agents, consultants, insurers, successors and assigns, claiming or alleging that an employee of Contractor or its subcontractor(s) or supplier(s) may recover damages, wages, benefits, expenses, costs, fees or other amounts under any applicable workers' compensation act or law from PRT and/or the other agencies and entities as identified in the Agreement, and shall, and does, fully and finally release, indemnify and hold harmless PRT and the other agencies and entities as identified in the Agreement, and their respective officers, members, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, costs, damages and expenses, including, but not limited to, attorneys' fees, caused by, or in any manner arising from, in whole or in part, any claim or action alleging that PRT and/or any agencies and entities as identified in the Agreement is a "statutory employer" of any employee or other individual retained by Contractor, its subcontractor(s), or its supplier(s).

B. Defense against claims for infringement.

Contractor, at its sole cost and expense, shall indemnify, save harmless, and defend PRT and its permitted assignees hereunder against, or settle, all claims and proceedings based upon actual or alleged infringement of any patent, copyright or other intellectual property right by all or any portion of the Contract Services, the Contractor Software or wrongful use of any trade secret or confidential information involving all or any portion thereof (hereinafter referred to as an "IPR Claim"), and Contractor shall hold PRT and such assignees harmless from any resulting losses, liabilities, damages, costs and/or expenses, including reasonable attorneys' fees, provided that PRT notifies Contractor of such claims and proceedings with reasonable promptness and Contractor is given an opportunity, at Contractor's sole cost and expense, to defend or settle such claims and proceedings.

In defending against IPR Claims, the Parties shall reasonably cooperate to defend any action.

PRt shall give the Contractor reasonable assistance in this regard and shall make no admissions without the Contractor's prior written consent. If an infringement covered by the indemnity provided for herein is established by a court in a final decision from which no appeal is or can be taken, or if PRT is temporarily or permanently enjoined from using all or any portion of the Contract Services, the Contractor Software, then Contractor, at its option and expense and within 30 days after such final decision or injunction, shall either:

(a) modify the infringing software or other portion of the Contract Services, the Contractor Software so as to make the applicable Contract Services, the Contractor Software noninfringing while maintaining, in PRT's sole opinion, the equivalent or better functionality and performance; or

(b) obtain, on PRT's behalf, a fully paid perpetual license permitting PRT and its permitted assignees hereunder to continue to use the infringing software in accordance with the terms of this Agreement and any licenses and sublicenses granted hereunder.

10.9 Reserved.

11. Termination or Suspension.

11.1 **Suspension by PRT.** Upon written notice to Contractor, PRT may temporarily suspend, in whole or in part, this Agreement and performance hereunder for any one or more periods, not to exceed 120 days each, during which period or periods this Agreement shall remain in effect. After receipt of notice of suspension, Contractor shall take reasonable steps to minimize incurring further costs or expenses. PRT will be obligated to pay Contractor the compensation it has earned under Section 6 up to the date of suspension and to pay any reasonable costs and expenses submitted by Contractor and approved by PRT, that may be required to permit Contractor to maintain any services in standby condition so that such Contract Services hereunder may be resumed if conditions so warrant, in the sole discretion of PRT. In the event the suspension of such Contract Services exceeds 120 days and directly results in changed conditions or circumstances affecting the performance of Contract Services to be provided hereunder, the Parties hereto agree to negotiate in good faith an equitable adjustment of the affected provisions of this Agreement. Any increase or decrease in the Maximum Price shall not include any additional profit and shall be limited to Contractor's actual increase or decrease in the costs of performance of any part of the Contract Services, which increase or decrease arises solely from the suspension of this Agreement.

11.2 **Termination for Convenience.** PRT may terminate this Agreement, in whole or in part, for its convenience or best interests at any time by giving at least 30 days' written notice to Contractor of such termination and specifying the effective date thereof.

11.3 **Payment Upon Termination for Convenience.** If this Agreement is terminated for the convenience of PRT, as provided in Section 11.2, Contractor shall be paid in accordance with Section 6 for its allowable costs incurred through the effective date of termination, less payments of compensation previously made. Contractor shall also be paid that portion earned to the date of termination. Further, Contractor shall be reimbursed for the actual eligible and reasonable costs, not otherwise reimbursed by PRT under this Agreement, incurred by Contractor solely to implement the termination.

11.4 **Termination for Default.** PRT may terminate this Agreement, in whole or in part, if (i) Contractor fails to fulfill or properly or timely perform its obligations under this Agreement, (ii) Contractor files a voluntary petition in bankruptcy, (iii) an involuntary petition in bankruptcy is filed against Contractor which is not dismissed within 30 days of the filing thereof, (iv) Contractor becomes insolvent or makes a transfer in fraud of creditors, or (v) a receiver is appointed for substantially all of Contractor's assets. PRT shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination (hereinafter referred to as a "Termination Notice"). In the event PRT terminates this Agreement as result of a default by Contractor and it is subsequently determined that Contractor was not in default, this Agreement shall be deemed treated as though terminated for PRT's convenience.

Contractor shall be liable for any damages incurred by PRT arising from, or relating to, Contractor's default. Furthermore, the rights and remedies of PRT provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement.

11.5 **Contractor's Obligations Upon Termination.** Upon Contractor's receipt of notice that PRT is terminating for convenience pursuant to Section 10.2 or a Termination Notice pursuant to Section 10.4, Contractor shall immediately (1) discontinue those Contract Services affected (unless the notice directs otherwise), and (2) deliver to PRT all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated or prepared in performing the affected Contract Services, whether completed or in process. In the event of termination for any reason, all finished or unfinished documents and other materials, prepared or being prepared for the purposes of this Agreement, shall

immediately become the property of PRT. Any pre-existing intellectual property shall be delivered to, and held by PRT, in accordance with the applicable license terms set forth in this Agreement and any attachments or exhibits hereto.

11.6 No Waiver of Remedies for any Breach. In the event that PRT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by PRT shall not limit PRT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12. Changes to the Contract Services or the Scope of Services.

12.1 Changes.

(a) PRT may, from time to time and in writing to Contractor, request changes in the Contract Services to be performed hereunder (hereinafter referred to as "Changes"). Upon any such request by PRT, Contractor shall have a period of five business days (or such longer period as PRT and Contractor may mutually agree is appropriate under the circumstances) in which to notify PRT that such Changes are not possible or could not be performed within the requested time, together with a reasonably detailed explanation of Contractor's assessment. In its judgment, Contractor shall act reasonably and shall apply its technical expertise. If Contractor does not timely deliver such notice to PRT, the applicable Changes requested by PRT shall be deemed to be possible.

(b) Contractor may also propose Changes to the PRT at any time during the term of the Agreement, which shall be subject to PRT's written approval.

12.2 Compensation Adjustments. If the requested Changes are deemed to be possible by the Contractor, the Contractor shall determine whether incorporation of the requested Changes into this Agreement will require any increase or decrease in the Maximum Price or the period of performance of this Agreement. If any such increase or decrease is required, the Parties in good faith will attempt to agree upon the amount of those increases or decreases. If the Parties agree on the amount of any such increase or decrease, or if such amount is determined pursuant to the procedures provided for under Section 12 herein, PRT shall have the right to elect whether to incorporate the requested Changes, together with any related increases or decreases in the Maximum Price payable by PRT or the period of performance of this Agreement, into this Agreement by way of a written amendment to this Agreement executed by each of the Parties hereto or by such other written method determined to be appropriate by PRT.

Contractor's contact for all Changes to this Agreement will be through PRT's Project Manager. However, Changes to this Agreement shall not be effective, and the Contractor shall not be required to proceed with a proposed Change, until receipt by Contractor of a written order issued by PRT delineating the Changes establishing the increase or decrease in the Maximum Price or period of performance, if any, for the affected portion of the Contract Services (a "Change Order"). Any part of this Agreement shall be deemed to be amended with any agreed Change from the date such Change Order is executed by PRT and thereafter the Parties shall perform their respective obligations on the basis of this Agreement as so amended.

13. Dispute Resolution.

13.1 Dispute Resolution by the Parties. Any and all disputes regarding either Party's performance of its obligations under this Agreement are to be resolved by the Project Managers who shall each be responsible for apprising the appropriate persons within their respective organizations of any such dispute and the progress, if any, made toward its resolution. Notwithstanding the foregoing, if any dispute hereunder remains unresolved for more than 10 business days following the initial written notice from one Project Manager to the other, either Project Manager may cause, by written notice to the other (such written notice to include a detailed description, including supporting documentation, of the claim from which the dispute arises), such dispute to be referred to the PRT's Contracting Officer (in each case PRT's Chief Human Resources Officer, and in the absence of the same PRT's Chief Executive Officer) and to the _____ of Contractor. If, 10 business days after such referral to such designated representatives, the dispute remains unresolved, either such designated representative may cause the dispute to be referred to the Chief Executive Officer of PRT and to the _____ of Contractor. Disputes arising in the performance of this Agreement which are not resolved within 10 business days by the Chief Executive Officer of PRT and the _____ of Contractor shall be decided in writing by PRT's Contracting Officer. This decision shall be final and conclusive unless within 10 business days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to PRT's Contracting Officer. 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 PRT's Contracting Officer shall be final and binding upon Contractor and Contractor shall abide by, and perform in accordance with, such decision. Notwithstanding the foregoing, following completion of the process set forth above, nothing in Sections 13.1 shall be construed to limit or restrict either Party's ability to seek relief in accordance with Section 13.3 of this Agreement.

13.2 Performance During Dispute. During any ongoing dispute, Contractor will continue performance of this Agreement.

13.3 Remedies. Unless this Agreement expressly provides otherwise, and after compliance with the requirements of Sections 13.1 and 13.2 above, all claims, counterclaims, disputes and other matters in question between PRT and the Contractor arising out of or relating to this Agreement or its breach shall be commenced only in a Commonwealth of Pennsylvania or federal court located in Pittsburgh, Pennsylvania and Contractor and all of its subcontractors and suppliers hereby expressly consent to the jurisdiction and venue of such courts as set forth in Section 27 of this Agreement.

13.4 Waiver. No action or failure to act by PRT or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, 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.

14. Non-discrimination.

In connection with the performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, sexual identity, gender identity, status as a parent, disability, national origin or otherwise and shall comply with the Commonwealth of Pennsylvania Nondiscrimination Clause attached hereto and made a part hereof as Attachment D. Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, sex, age, sexual identity, gender identity, status as a parent, disability, national origin or otherwise. Such

action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notice shall be sent to every other source of recruitment regularly utilized by the Contractor. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if evidence indicates that the Contractor was not on notice of the third party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under this nondiscrimination clause, the Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

Contractor shall comply and shall assure the compliance by its subcontractors under this Agreement with all requirements of Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; Federal Transit Law at 49 U.S.C. § 5332, and the Department of Transportation 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. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the applicable rules, regulations or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further state or federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

15. 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, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order

No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by FTA and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by PRT and the Commonwealth of Pennsylvania Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with this Section 15. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by PRT or the Bureau of Affirmative Action. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor shall comply and shall assure the compliance by its subcontractors and suppliers under this Agreement with all the Equal Employment Opportunity requirements as follows:

15.1 **Race, Color, Creed, National Origin, Sex.** Contractor shall comply with all applicable provisions of Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, et seq., Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, Amending Executive Order No. 11246 "Relating to Equal Employment Opportunity," 42 U.S.C. §§ 2000e, et seq., as further amended by Executive Order No. 13672, Further Amendments to Executive Order No. 11478, "Equal Employment Opportunity in Federal Government," and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect activities undertaken in the course of or for the Contract Services.

15.2 **Age.** In accordance with 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, Contractor shall not discriminate against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.

15.3 **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, and any implementing regulations issued by FTA, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

15.4 **Sex.** In accordance with Title IX, as amended, 20 U.S.C. §§ 1681, et seq., and any implementing regulations issued by FTA or the federal Department of Transportation, Contractor shall not discriminate based on sex.

15.5 **Subcontract Agreements.** The Contractor shall include a citation to 41 C.F.R. § 60-1.4(b)(1) and § 60-1.4(c) and the provisions of this Section 15.1 through 15.5 in every subcontract or purchase order for the Contract Services unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Subcontractor or Supplier. The Contractor shall take such action with respect to any subcontract or subcontractor purchase order as FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as a result of such direction by FTA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Disadvantaged Business Enterprise / Diverse Business Utilization/Non-Discrimination Requirements.

The Contractor agrees to ensure that Disadvantaged Business Enterprises (each a "DBE"), as defined in 49 C.F.R., Part 26, to the extent all or a portion of the Contract Services are federally funded, and Diverse Businesses (each a "DB"), as defined in 74 Pa.C.S. § 303, have the maximum opportunity to participate in the performance of contracts and subcontracts provided under this Agreement and shall document its good faith efforts to solicit subcontracts from DBEs, as applicable, and DBs.

(a) Non-Discrimination Clause

The Contractor and its subcontractors shall not discriminate on the basis of race, color, religion, creed, age, disability, national origin, sex, sexual origin, gender identity or status as a parent in the performance of this Agreement.

(b) Disadvantaged Business Enterprises Utilization Requirements.

It is the policy of the Department of Transportation that DBEs shall have the maximum opportunity to participate in the performance of contracts financed, in whole or in part, with Federal funds under this Agreement. Consequently, to the extent federal funds are utilized, the DBE requirements of 49 C.F.R., Part 26, apply to this Agreement.

The Contractor agrees to ensure that DBEs have, and shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26, to ensure that DBEs have, the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with Federal funds provided under this Agreement.

In connection with the performance of this Agreement, Contractor will cooperate with PRT in meeting its commitments and goals, if any, with regard to the maximum utilization of DBE firms Because some of the Contract Services may be federally funded, PRT will evaluate each work order prior to issuance to determine whether to establish a DBE goal, if any, for the work order.

(c) Diverse Business (DB) Subcontractor Participation

It is the policy of PRT that DBs shall have the maximum opportunity to participate in the performance of contracts and subcontracts for the Contract Services, and Contractor, on behalf of itself and its subcontractors and suppliers, agrees to make a good faith effort to ensure that

properly certified DBs, shall have the maximum opportunity to participate in the performance of contracts and subcontracts provided under or for this Agreement. In this regard, Contractor shall take all necessary and reasonable steps to ensure that DBs have the maximum opportunity to compete for and perform contracts and subcontracts for the Contract Services, and shall document in good faith, to PRT's satisfaction, all efforts to solicit contracts and subcontracts from DBs.

(d) Breach/Use of Provisions

Failure by Contractor or its subcontractors or suppliers to carry out these requirements is a breach of the Agreement, which may result in the termination of this Agreement or such other remedy as PRT deems appropriate. Contractor hereby further represents, certifies and affirmatively assures PRT that it shall include, or caused to be included, the foregoing language in this Section in all subcontracts, of any tier, for the Contract Services.

(e) Contractor Records and Reports. To ensure that all obligations under contracts awarded to DBs (or if applicable, DBEs) are met, PRT shall review Contractor's DB (DBE) involvement efforts during the performance of the Agreement, which may include, among other thing, evidence of payment made to DB (DBE). Contractor, as part of its invoice submittals, shall report on the status of the DB (DBE) involvement in the Agreement using the DB (DBE) Utilization Report form provided by the PRT. Also, Contractor shall immediately bring to the attention of PRT any situation in which regularly scheduled progress payments are not made to DB (DBE) subcontractors.

The development of a comprehensive monitoring system enables PRT to assess progress in achieving DB (DBE) utilization, determine the priorities for allocating PRT staff time, and identify problem areas in a timely fashion. In order to carry out this monitoring, a record-keeping system should be developed which will identify and assess Contractor's progress in utilizing DBs (DBEs). Specifically, Contractor shall maintain records showing:

(1) Procedures which have been adopted to comply with the requirements of the DB (DBE) program, including but not limited to:
   a) Affirmative action techniques;
   b) Technical assistance efforts and referrals;
   c) Communication programs; and
   d) Copies of all relevant correspondence, minutes of meetings, and lists of attendees at conferences and workshops.

(2) Awards to DB (DBE) firms, including at a minimum:
   a) Names of DB (DBE) subcontractors;
   b) Nature of work; and
   c) Total value of the subcontract.

(3) Specific efforts to identify and award contracts to DBs (DBEs), including but not limited to:
   a) Number and identity of DB (DBE) contacted and invited to submit a proposal by agreement; and
   b) Number and identity of DBs (DBEs) responding by agreement.

A. Penalties. During the performance of the Agreement and for a period of up to three (3) years following completion of the Contract Services, PRT may conduct

reviews for compliance with the requirements of the DB (DBE) program. Such reviews may include the evaluation of the Contractor's reports, desk audits and site visitations. Where Contractor is found to be in non-compliance with the requirements of the foregoing Section during performance of the Agreement, it will be required to take corrective action. If corrective action is not promptly taken by Contractor, the following sanctions may be instituted (singularly, in any combination and in addition to any other remedies provided by law):

a) PRT may withhold further payments under the Agreement;
b) Contractor may be ordered to stop work without PRT being responsible for any resulting damages, costs or delays;
c) The Agreement may be terminated; or
d) Suspension or debarment proceedings may be commenced, without PRT being responsible for any resulting damages, costs or delays.

17. Assignment.

Contractor shall not voluntarily, involuntarily or by operation of law, assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), except as provided herein, without, in each instance, the prior written consent of PRT, which consent may be withheld for any reason whatsoever. Notwithstanding the foregoing, claims for money due or to become due to Contractor from PRT under this Agreement may be assigned to a bank, trust company or other financial institution without such approval, but shall be subject to any claims PRT may have against Contractor. Notice of any such assignment or transfer shall be promptly furnished in writing to PRT.

PRT, at its sole discretion, reserves the right to assign all or any portion of the Agreement. This assignment, should it occur, shall be to any successor or third party, including but not limited to regional public transit agencies and/or other public agencies within reasonable proximity to PRT, and will be honored by the Contractor. PRT's right of assignment will remain in force over the term of the Agreement, or until final completion of the Contract Services, whichever is later.

No such assignment will be valid unless and until Contractor receives prior written notice from PRT authorizing the assignment.

18. Subcontracting.

Except as otherwise set forth herein, Contractor may not subcontract the Contract Services or any portion thereof to any third party without, in each instance, the prior written approval by PRT of the proposed subcontractor, which approval shall not unreasonably be withheld.

If the amount of a proposed lower tier Covered Transaction (2 C.F.R. Part 180) for the Contract Services equals or exceeds $25,000.00, the Contractor shall independently verify the debarment status of each person with which it proposes to enter into such a transaction. The Contractor shall also verify the debarment status of each such person by utilizing the current list of suspended and debarred contractors at "https://www.sam.gov." The Contractor's obligations pursuant to these provisions are ongoing and shall be performed from the Effective Date of the Agreement through the completion of all of the Contract Services. In order to fulfill these obligations, Contractor shall provide to PRT an executed Certification of

Proposed Subcontractor, in the form attached hereto as Attachment E, from each proposed subcontractor to this Agreement.

Contractor shall require that a Certification Regarding Lobbying, in the form attached hereto as Attachment F, be included in the award documents for all subcontracts exceeding $100,000 at any tier, and shall ensure that the appropriate subcontractor shall execute the Certification Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities form. All Disclosure of Lobbying forms, but not Certification Regarding Lobbying forms, shall be forwarded to PRT, whereupon PRT will forward same to FTA in accordance with 49 C. F. R., Part 20.

The amount of work subcontracted by Contractor shall not aggregate more than **twenty-five (25)** percent of all work hereunder, as measured in terms of cost to PRT. Prior to PRT approval of any proposed subcontractor, Contractor shall provide PRT with the name of the proposed subcontractor, the tasks to be performed by the proposed subcontractor and the qualifications of the proposed subcontractor to perform the subcontracted work. Further, Contractor shall include in such subcontracts the provisions or appropriate versions of Sections 13 through 23 of this Agreement. Contractor shall provide to PRT sufficient evidence of inclusion of said provisions in its subcontractor agreements.

Contractor hereby represents, warrants and covenants to PRT that all work performed by any subcontractor of Contractor on behalf of Contractor under this Agreement shall be in accordance with the terms and conditions of this Agreement.

Contractor will certify compliance with its obligations under this Section 18 upon submission of a Subcontractor Utilization Form as attached hereto as Attachment G prior to or at the time of the Effective Date of this Agreement, and thereafter submitted prior to PRT's approval of any additional subcontractor and any additional lower tier Covered Transaction. PRT agrees that the subcontractor(s) listed on Attachment G is/are acceptable as subcontractor(s), provided that such subcontractors meet the requirements of this Section 18.

19. No Unauthorized Disclosures.

No reports, information, data or other materials given to, or prepared or assembled by, Contractor under this Agreement shall be made available to any individual or organization by Contractor without, in each instance, the prior written approval of PRT.

20. Inspection.

Contractor shall permit the authorized representatives of the PRT, the Commonwealth of Pennsylvania, the County of Allegheny, the U.S. Department of Transportation, FTA, and the Controller General of the United States, to inspect all work, materials, payrolls and other data and records and to audit the books, records and accounts of Contractor relating to its performance under this Agreement. Such records shall be retained by Contractor for a period of four years after completion of the Contract Services. Upon at least 48 hours prior written notice, Contractor shall cause or provide free access to the duly authorized representatives of PRT, the Commonwealth of Pennsylvania and/or the County of Allegheny at all reasonable times to such books and records directly related to the Agreement or the Contract Services and the right to examine and audit the same and to make such transcripts therefrom and copies thereof as may be necessary to allow inspection of all work, data, documents, proceedings and activities.

21. Notations on Documents

Unless directed otherwise by PRT, all reports, maps and other documents completed as a part of this Agreement, other than documents exclusively for internal use within PRT, shall carry the following notation on the front cover or title page:

> "The preparation of this (report, map, document, etc.), has been financed, in part, through a grant from the U.S. Department of Transportation, pursuant to the Federal Transit Act, as amended, for Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, Pennsylvania."

22. Ownership of Purchased Property.

All work products produced by, for or on behalf of Contractor pursuant to this Agreement shall be the sole property of PRT in perpetuity, and Contractor hereby forever assigns to PRT and its successors and assigns, and hereby agrees to cause any third parties producing any such work products for or on behalf of Contractor to forever assign to PRT and its successors and assigns, all of such assignor's worldwide right, title and interest in and to such work products and any related intellectual property rights related thereto, and in and to any and all renewals and extensions thereof, all of which shall be held and enjoyed by PRT, its successors and assigns as fully and entirely as the same would have been held and enjoyed by such assignor had the foregoing assignment or contemplated assignment not been made. Final payment by PRT to Contractor **[for each Work Order]** shall be withheld until all such work products are transferred to PRT by Contractor. Work products shall include, but not be limited to services, documents, notes, records, computations, calculations, work sheets, sketches, drawings, specifications, cost estimates, data, test results, correspondence, software, materials and all other items and products resulting from the work performed, or provided, by Contractor under this Agreement. Final payment by PRT to Contractor shall be withheld until such work products are transferred by Contractor to PRT at the completion or termination of the Contract Services.

23. Patents and Rights in Data.

Contractor shall comply with the provisions of Attachment H, attached hereto and made a part hereof, relating to patent rights and rights in data.

24. Patent/Intellectual Property Indemnification.

Contractor shall, at its sole cost and expense, defend, indemnify and hold harmless PRT, the Commonwealth of Pennsylvania, The County of Allegheny and any other agencies and entities as identified in this Agreement, and their respective officers, directors, agents and employees (hereinafter collectively referred to as "Indemnitees"), against all claims and proceedings based upon actual or alleged infringement or other misappropriation of any patent, copyright, or other intellectual property right or wrongful use of any trade secret or confidential information, and Contractor shall hold Indemnitees harmless from any resulting losses, liabilities, damages, costs and expenses including, without limitation, reasonable attorneys' fees, arising from such claims. If an infringement, misappropriation, misuse or other violation of law or equity covered by the indemnity provided for herein is established by a court or administrative agency in a final decision from which no appeal is or can be taken, or if PRT is temporarily or permanently enjoined or otherwise legally estopped from using

all or any portion of the Contractor's products, equipment or services subject to this Agreement, Contractor shall be liable to PRT for any and all damages incurred by PRT resulting from the infringement, misappropriation, misuse of other violation of law or equity or from PRT being so enjoined or estopped, including (but not necessarily limited to) PRT's increased costs to solicit and enter into a new contract with another contractor to provide the subject products, equipment or services to PRT in a legal and non-infringing manner and PRT's attorneys' fees.

25. Reserved

26. Compliance with Additional Laws and Regulations.

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any PRT request which would cause PRT to be in violation of the FTA terms and conditions.

In addition to those other laws and regulations referenced in this Agreement, Contractor shall comply with all applicable federal, state or local laws, regulations, policies and related administrative practices presently in effect, as well as any changes to these requirements which may become effective during the period of this Agreement. Without limiting the generality of the foregoing:

(i) Contractor shall be responsible for its compliance with all applicable environmental laws, regulations, standards, orders or requirements issued pursuant to federal, state or local statute, regulation or ordinance;

(ii) Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.;

(iii) Contractor shall 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. Contractor shall report each violation to PRT and understands and agrees that PRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also shall include these requirements in each subcontract exceeding $100,000 financed, in whole or in part, with Federal assistance provided by FTA;

(iv) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor shall report each violation to PRT and understands and agrees that PRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also shall include these requirements in each subcontract exceeding $100,000 financed, in whole or in part, with Federal assistance provided by FTA;

(v) Contractor shall comply with, and shall cause its employees and other representatives and their respective employees to comply with all requirements to administer any system of records on behalf of the Federal Government under this Agreement;

(vi) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the FTA before Contractor or its employees operate a system of records on behalf of the FTA. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement;

(vii) Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R., Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include these requirements in all subcontracts that may involve international air transportation;

(viii) Contractor agrees 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 Department of Transportation Seismic Safety Regulations 49 C.F.R., Part 41, and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Agreement 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;

(ix) Contractor shall comply with, and assure that the Contract Services comply with, all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101, *et seq*. and 49 U.S.C. § 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 332; and the Architectural Barriers Act, as amended, 49 U.S.C. §§ 4151 *et seq*.;

(x) Contractor shall comply with the applicable provisions of the Pennsylvania "Steel Products Procurement Act (73 P.S. §§ 1881, et. seq.) and any amendments thereto;

(xi) Contractor shall comply with any and all federal, state, and local laws and regulations that pertain or relate to marketing, advertising, telemarketing, or telephone solicitations, including, but not limited to, the federal Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA"), any related regulations, including 47 C.F.R. § 64.1200 and 16 C.F.R. Part 310, and/or any rules and regulations of the Federal Communications Commission and/or the Federal Trade Commission. PRT has advised Contractor that Contractor must abide by and comply with any and all such laws, rules, and regulations, and Contractor represents and warrants that it can and shall perform the

Contract Services without in any way violating the foregoing laws, rules, and regulations. Contractor will generate, maintain, and promptly make available at PRT's request any and all records and documentation necessary to demonstrate Contractor's compliance with any of the foregoing laws or regulations; and

(xii) Contractor also agrees to include the above requirements in each subcontract.

27. Pennsylvania Right to Know Law.

Upon execution of the Agreement, all Proposals submitted in response to the RFP and this Agreement may become "public records," as defined by the Pennsylvania "Right-to-Know Law," 65 P.S. § 67.101 et. seq. Subject to the specific exceptions under the Right-to-Know Law, PRT is required to make available, if requested in accordance with the law, all "public records."

28. Notices.

All notices and other communications provided for hereunder shall be in writing and hand-delivered, sent by United States certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows:

(a) If to PRT:

Pittsburgh Regional Transit
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222
Attention: Chief Human Resource Officer

with a copy to:

Pittsburgh Regional Transit
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222
Attention: Chief Legal Officer

(b) If to Contractor:

_____
_____
_____
Attention: _____

Any such notice shall refer to this Agreement. Any Party hereto may change the address to which notices to it are to be sent by written notice given to the other persons listed in this Section. All notices shall, when mailed as aforesaid, be effective on the date indicated on the return receipt, and all notices given by other means shall be effective when received.

29. Binding and Beneficial Effect.

This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their successors and permitted assigns, but shall not inure to the benefit of any other third party or other person.

30. Acceptance of Service of Legal Process.

Contractor shall maintain within the County of Allegheny, Pennsylvania, an agent to accept service of legal process on Contractor's behalf and shall keep PRT advised of such agent's name and address during the term of this Agreement and for a period of four years after the expiration or termination of the Agreement.

31. Use of Brokers Prohibited

Contractor warrants that it has not retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. Upon any breach or violation of the foregoing warranty by Contractor, PRT shall have the right to annul this Agreement without liability and in addition to any other remedies that may then be available to PRT.

32. Governing Law and Forum.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to any conflicts of law or choice of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in a Commonwealth or federal court located in Pittsburgh, Allegheny County, Pennsylvania, and Contractor, and all of its subcontractors and suppliers, hereby expressly consent to the jurisdiction and venue of such courts.

33. Verification of Employees.

Contractor shall fully and timely comply with all applicable requirements of the Pennsylvania Public Works Employment Verification Act (S.B. 637, Session 2011) (hereinafter in this Section the "Act"), and any and all regulations promulgated in regard to the Act, including, but not limited to, verifying the employment eligibility of each new employee utilizing U.S. Department of Homeland Security's E-Verify Program. Furthermore, prior to a subcontractor, at any tier, commencing performance of any portion of the Contract Services, Contractor shall ensure and require that each subcontractor has and does fully and timely comply with the Act and all regulations promulgated thereunder.

Upon PRT's request, Contractor shall, and shall require of its subcontractors to, provide PRT with a written representation that their employees and employment practices are compliant with all applicable federal, state and local laws, including, but not limited to, in compliance with the "I-9" requirements, 8 U.S.C. §§ 1324, et seq., and shall provide PRT with all documents and information necessary to support any such representation or information, including copies of I-9s for all employees assigned to , or performing any portion of, the Contract Services.

Contractor shall include these requirements, or require these requirements to be included, in each subcontract at any tier.

34. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor, and nothing herein shall be construed to create a relationship of employer/employee, principal/agent or any joint venture between PRT and Contractor or its subcontractors or suppliers.

35. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings, whether oral or written.

36. Amendments and Waivers.

Except as otherwise set forth herein, this Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written agreement duly executed by each of the Parties hereto. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

37. Severability.

If any clause or provision (or portion of a clause or provision) of the Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of the clause, provision and Agreement shall not be affected by such determination and shall remain in full force and effect. Moreover, in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as part of the Agreement a clause or provision, or a portion of a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

38. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to be one and the same instrument.

39. Co-Drafted Instrument.

This Agreement shall be deemed as a “co-drafted” instrument in that all Parties have had the benefit of counsel and have negotiated these terms and conditions.

[REMAINDER OF PAGE INTENTIALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized officers, have executed this Agreement as of the day and year first above written.

ATTEST:

_____

PORT AUTHORITY OF ALLEGHENY COUNTY
d/b/a PITTSBURGH REGIONAL TRANSIT

_____

Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Printed Title of Authorized Official

ATTEST:

_____

[CONTRACTOR]

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Printed Title of Authorized Official

ATTACHMENTS

A	Scope of Services
B(1)	Summary of Costs
B(2)	Work Order Form
C	Key Personnel
D	Commonwealth of Pennsylvania Nondiscrimination Clause
E	Certification of Proposed Subcontractor Regarding Debarment
F	Certificate of Lobbying Form Subcontractor
G	Subcontractor Utilization Form
H	Patents and Rights in Data

R26-07
LEARNING MANAGEMENT SYSTEMS AGREEMENT

ATTACHMENT A
SCOPE OF SERVICES

R26-07
LEARNING MANAGEMENT SYSTEMS AGREEMENT

ATTACHMENT B(1)
SUMMARY OF COST(S)

LEARNING MANAGEMENT SYSTEMS AGREEMENT

ATTACHMENT B(2)

FORM OF WORK ORDER

Agreement No. R26-07

Work Order No. _____ P.O. #_____

Title: _____

Notice to Proceed Date: _____

Completion Date: _____

Total Work Order Not-to-Exceed Amount: $_____

Contractor Cost Breakdown dated _____ (Attachment 2)

DBE/DB%: _____

_____		_____	
[Contractor]	Date	Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit	Date
[Name] [Title]		[Name] [Title]	

I. DESCRIPTION

II. PROJECT SCOPE OF WORK
See Attachment 1 – Statement of Work for XXXX

III. PROJECT SCHEDULE
See Attachment 2 – {Insert Contractor's Response to WO Request}

IV. KEY PERSONNEL

V. PLANNED SUBCONTRACTOR DISADVANTAGED BUSINESSE ENTERPRISE (DBE) AND/OR DIVERSE BUSINESS (DB) PARTICIPATION

VI. PRT SUPPLIED INFORMATION

VII. APPROVED RATES

VIII. COMPENSATION

Compensation for the work included in this Work Order will be paid in accordance with the following:

Total Not-to-Exceed Amount

$_____

The compensation for this Work Order will be coordinated with the Contractor Cost Breakdown (Attachment 2) for evaluation and adherence to the tasks identified in the Scope of Work.

The compensation structure may include the following, at the sole discretion of PRT:

1) Hourly Billing
2) Milestone-based Billing
3) Lump Sum
4) Combination of the [specify any of the above]
5) Other forms of compensation acceptable to PRT [needs specified here]

CONTRACTOR MUST INCLUDE THE PURCHASE ORDER NUMBER AND DBE/DB UTILIZATION REPORT ON ALL INVOICES.

R26-07
LEARNING MANAGEMENT SYSTEMS AGREEMENT

ATTACHMENT C
KEY PERSONNEL

XXXXX SERVICES AGREEMENT

ATTACHMENT D
NONDISCRIMINATION CLAUSE

1. The Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, disability, age, sex, sexual orientation, gender identity, status as a parent, ancestry, national origin or otherwise. The Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, disability, age, sex, sexual orientation, gender identity, status as a parent, ancestry, national origin or otherwise. Such affirmative action shall include, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor shall post in conspicuous places, available to employees, agents, applicant for employment and other persons, a notice to be provided by the borrowing agency setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, disability, age, sex, sexual orientation, gender identity, status as a parent, ancestry, national origin or otherwise.

3. The Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under this nondiscrimination clause, the Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. The Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the PRT or the Bureau of Affirmative Action.

8. The Contractor shall actively recruit minority contractors or contractors with substantial minority representation among their employees.

9. The Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

XXXX SERVICES AGREEMENT

ATTACHMENT E (1)
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
(FOR SUBCONTRACTS TOTALING OVER $25,000)

(Subcontractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency;

2. Have not within a three (3) year period prior hereto been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three (3) year period prior hereto had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) _____, 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 and Title of Authorized Official

XXXX SERVICES AGREEMENT

ATTACHMENT E (2)

CERTIFICATION OF PROPOSED SUBCONTRACTOR
REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
(for Subcontracts totaling $25,000 or less)

(Subcontractor) _____ certifies, by submission of its bid or 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 or State department or agency.

If the Proposed Subcontractor is unable to certify to any of the statements in this Certification, it shall attach an explanation to this Certification.

(Subcontractor) _____ 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

_____
Typed Name of Authorized Official

_____
Typed Title of Authorized Official

_____
Date

XXXX SERVICES AGREEMENT
ATTACHMENT F
CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on
(Name and Title of Authorized Official)

behalf of _____ that:
(Subcontractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

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

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

_____
Signature of Authorized Official

_____
Date

XXXX SERVICES AGREEMENT

ATTACHMENT F

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB 0348-0046

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

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ____, *if known*: **Congressional District**, *if known*:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: **$**

10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI)*:

b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI)*:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply)*: **$** _____ ☐ actual ☐ planned	**13. Type of Payment** *(check all that apply)*: ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____

XXXX SERVICES AGREEMENT

ATTACHMENT F

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

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

XXXX SERVICES AGREEMENT

ATTACHMENT F

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

XXXX SERVICES AGREEMENT
ATTACHMENT G

SUBCONTRACTOR UTILIZATION FORM

Subcontractor Name and Contact Person	Address	Phone Number	Year Subcontractor Was Established	DB/DBE Status Yes or No	General Description of the Subcontracted Contract Services	Subcontract Total Dollar Amount	Any Changes Since Last Submittal
							☐ NEW ☐ REVISED
							☐ NEW ☐ REVISED
							☐ NEW ☐ REVISED
							☐ NEW ☐ REVISED
							☐ NEW ☐ REVISED
							☐ NEW ☐ REVISED

For each lower tier "covered transaction" (2 C.F.R. Part 180) for the Contract Services which equals or exceeds $25,000.00, the Contractor hereby represents and certifies to PRT that the Contractor has independently verified that each person with which it has entered into such a transaction is not disbarred or disqualified from entering the transaction and has also verified the debarment status of each such person by utilizing the current list of suspended and debarred contractors at "https://www.sam.gov".

_____
Signature and Title of Authorized Official

_____
Print Name

_____
Date

XXXX SERVICES AGREEMENT
ATTACHMENT H

PATENTS AND RIGHTS IN DATA

A. **Rights in Data** - Contractor acknowledges that the following requirements apply to this Agreement concerning experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of this Agreement to which this Attachment has been added:

(a) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the PRT, until such time as the PRT may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) Unless prohibited by state law, upon request by the PRT, Contractor agrees to indemnify, save, and hold harmless the PRT, 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 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 that contract. Contractor shall be required to indemnify the PRT for any such liability arising out of the wrongful act of any employee, official, or agents of the PRT.

(c) Nothing contained in this clause on rights in data shall imply a license to the PRT under any patent or be construed as affecting the scope of any license or other right otherwise granted to the PRT under any patent.

(d) Data developed by Contractor and financed entirely without using Federal assistance provided by the PRT that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b) of

this clause, provided that Contractor identifies that data in writing at the time of delivery of the contract work.

(e) Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed.

(3) Unless the PRT later makes a contrary determination in writing, irrespective of Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and Contractor agree to take the necessary actions to provide, those rights in that invention due the PRT as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R., Part 401.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work.