



# BOROUGH OF TARENTUM

Allegheny County, Pennsylvania



## RESOLUTION #22-18

RESOLUTION OF THE BOROUGH OF TARENTUM, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA AUTHORIZING THE EXECUTION OF A COMPREHENSIVE MAINTENANCE AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.

**WHEREAS**, the Borough of Tarentum, County of Allegheny, Commonwealth of Pennsylvania, desires to execute a comprehensive maintenance agreement with the Pennsylvania Department of Transportation;

**NOW, THEREFORE**, BE IT RESOLVED, by authority of the Council of the Borough of Tarentum, Allegheny County, and it is hereby resolved by authority of the same, that the Borough Manager of Tarentum be authorized and directed to sign the attached Agreement on its behalf.

RESOLVED and ENACTED this 14th day of June, 2022.

ATTEST:

BOROUGH OF TARENTUM

\_\_\_\_\_

\_\_\_\_\_  
Scott Dadowski, President of Council

EXAMINED AND APPROVED by me this 14th day of June, 2022.

\_\_\_\_\_  
Bob Lang, Mayor

I, the undersigned, duly qualified Secretary of the Borough of Tarentum, Allegheny County, Pennsylvania, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough of Tarentum at a regular meeting held on 14th day of June, 2022 and said Resolution has been recorded in the Minutes of the Borough of Tarentum and remains in effect as of this date.

IN WITNESS WHEREOF, I affix my hand and attach the seal of the Borough of Tarentum, this 14th day of June, 2022.

\_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_  
(PennDOT will insert)

Agreement No. 11A080  
FID No. 25-6000482  
SAP Vendor No. 158892

### *Comprehensive Maintenance Services*

This Comprehensive Maintenance Services Agreement (“Agreement”) is made and entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Transportation (“PennDOT”)

and

Borough of Tarentum, (“Provider”).

### **BACKGROUND**

Certain public highways, includes bridges and approaches, have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by PennDOT, upon the terms and conditions and subject to the limitations contained in the Limited Access Highway Law (Act of May 29, 1945, P.L. 1108), State Highway Law (Act of June 1, 1945, P.L. 1242), and the County and Municipal State Highway Law (Act of September 18, 1961, P.L. 1389), all as supplemented and amended.

PennDOT and the Provider are both public procurement units under Chapter 19 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901 *et seq.*, and are authorized to enter into agreements related to the cooperative use of supplies and services pursuant to Section 1904 of the Procurement Code, 62 Pa.C.S. § 1904.

PennDOT desires to obtain the assistance of the Provider to perform minor routine maintenance work on the State Highways. The Provider has equipment, materials, and personnel available to perform activities of repair and maintenance within the Provider,

for payment by PennDOT, in accordance with the terms, conditions, and provisions set forth below.

The parties, intending to be legally bound, agree as follows:

1. **General Provisions.** The Provider shall, in a good and workmanlike manner, perform the minor routine maintenance work at the amounts set forth in Exhibit A, attached and made part of this Agreement, on the State Highways located within the boundaries as listed on Exhibit B, attached and made part of this Agreement. The Provider shall use equipment owned or leased by it and its own materials and personnel to perform the work. The Provider shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. All work shall be completed in accordance with all applicable PennDOT policies and publications, which includes, but is not limited to, Publication 408 (Highway Construction Specifications), Publication 113 (Highway Foreman Manual), and Publication 213 (Temporary Traffic Control Guidelines).
2. **Payment.** PennDOT shall pay the Provider for all authorized work performed on the items and for the prices as listed on Exhibit A, as follows:
  - a) lump sum items shall be paid on a quarterly basis; and
  - b) items performed on a unit price basis shall be paid in accordance with Section 3, below.
3. **Invoices.** The Provider may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice was performed properly, specifically in accordance with the specifications, policies, and procedures set forth in this Agreement.

4. **Maximum Payment.** The maximum amount payable under this Agreement by PennDOT to the Provider shall not exceed the sum of four thousand seven hundred seventy-seven dollars and seventy-four cents (\$4,777.74), without a written supplemental agreement signed by both parties.
5. **Effective Date.** The Effective Date shall be the date that this Agreement is fully executed by the Provider and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.
6. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date (as defined above) and shall remain in effect until June 30, 2025, unless terminated earlier for cause, upon thirty (30) days' written notice by either party to the other. Upon termination for cause, all obligations, except liability for claims arising from the Provider's performance and damages incurred by PennDOT shall cease. In the event of termination, the Provider shall be paid for the work performed prior to the date of termination, to the extent such work has been performed in accordance with the requirements of this Agreement.
7. **Start Date.** The Provider shall either start to perform work on the date five (5) business days after submission of its proposed work plan, in accordance with this Section, or another date agreed to by both the Provider and PennDOT, whichever is later. The Provider shall not start work until notified by PennDOT that the Agreement is fully executed and approved.
  - a) **Work Program.** Within ten (10) days after the start date for work to be performed in accordance with this Section, and every ninety (90) days

thereafter, the Provider shall submit a proposed work program to PennDOT, addressed to PennDOT's local County Maintenance Manager. The proposed work program shall include language that the Provider will put PennDOT on notice when work under this Agreement is being performed. The Provider may proceed to work five (5) working days after submitting its proposed work program to PennDOT, unless notified to the contrary.

(b) **Amended Work Program.** The Provider may, at any time during the progress of a quarterly work program, submit a supplemental or amended work program and may proceed to work five (5) working days after submitting such amended work program, unless notified to the contrary.

(c) **Emergency Work.** If an emergency situation arises, PennDOT's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to the Provider to perform necessary additional work. The Provider shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this Section shall be limited to the categories of work for which the Provider has assumed responsibility under this Agreement.

8. **Independent Contractor.** The Provider undertakes the maintenance and repair responsibilities as an independent contractor, and its employees or lessors are not considered employees of PennDOT or the Commonwealth for any purposes. PennDOT or the Commonwealth shall not be liable, nor shall they indemnify, defend, or save harmless the Provider for the negligent acts of the Provider's employees, or lessors during the performance of or resulting from the performance under this Agreement.

9. **Inspection of Work.** Within sixty (60) days of completion of the work, the work performed by the Provider under this Agreement shall be subject to inspection by the Secretary of PennDOT, a District Engineer for PennDOT, or a duly authorized representative of PennDOT. If, upon inspection, certain work is found not to be in conformance with the specifications, policies and procedures of PennDOT, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed as necessary, by the Provider, at no cost to PennDOT. PennDOT shall not be obligated to conduct an inspection program; spot inspections or inspection of a particular project shall be conducted at the sole discretion of PennDOT.

10. **Required Commonwealth Provisions.** The Provider shall comply with the following required Commonwealth Provisions (as used in these provisions, "Contractor" refers to the Provider):

- a) the current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached and made part of this Agreement as Exhibit C;
- b) the current version of the Contractor Integrity Provisions, which are attached and made part of this Agreement as Exhibit D;
- c) the current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached and made part of this Agreement as Exhibit E; and
- d) the current version of the Commonwealth Contractor Responsibility Provisions, which are attached and made part of this Agreement as Exhibit F.

11. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 – 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Provider shall comply with, the clause entitled Contract Provisions – Right to

Know Law, attached as Exhibit G and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Provider.

12. **Offset Provision.** The Provider agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Provider or its subsidiaries to the Commonwealth against any payments due the Provider under any contract with the Commonwealth.

13. **Automated Clearing House Network.** Because PennDOT will be making payments under this Agreement through the Automated Clearing House Network (“ACH”), the Provider shall comply with the following provisions:

- a) The Commonwealth will make payments to the Provider through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the Provider must submit or must have already submitted its ACH information in the Commonwealth’s Master Database. The Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b) The Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the Provider to properly apply the state agency’s payment to the respective invoice or program.
- c) It is the responsibility of the Provider to ensure that the ACH information contained in the Commonwealth’s Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

14. **Resolutions and Ordinances.** The Provider shall enact or adopt such ordinances or resolutions as may be necessary to affect the purposes of this Agreement.
15. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.
16. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.
17. **No Waiver.** Any party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by any party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
18. **Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Provider and PennDOT, or as constituting PennDOT as the representative or general agent of the Provider for any purpose whatsoever.
19. **Assignment.** This Agreement may not be assigned by the Provider, either in whole or in part, without the written consent of PennDOT.

20. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

21. **Notices.** Unless as otherwise specified above, all notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person.

If to PennDOT:

Address: 45 Thoms Run Rd

Bridgeville, PA 15017

Email: tihann@pa.gov

If to the Provider:

Address: 318 E. Second Avenue

Tarentum, PA 15084

Email: mnestico@tarentumboro.com

22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, epidemics, quarantine restrictions, and freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**23. Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Provider

BY \_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_  
District Executive DATE

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel Date

FUNDS COMMITMENT DOCUMENT  
NO.

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
Deputy Attorney General Date

BY \_\_\_\_\_  
for Comptroller Operations Date

Agreement No. 11A080 split 0%, expenditure amount of \$0.00, for federal funds and 100%, expenditure amount of \$4,777.74, for state funds. The related federal assistance program name and number is N/A; N/A. The state program name and SAP fund is Highway Maintenance; 582.

AT-94.1

MAINTENANCE SEASONS OF 2022-2023, 2023-2024, 2024-2025

**TARENTUM BOROUGH**

**EXHIBIT A**

SR 366 BULL CREEK RD.	0032/0000 WEST 7 <sup>TH</sup> ST.	0023/0000 TENTH AVE.	0.25 A	
SR 1001 FREEPORT RD.	0380/1362 EAST DEER	0420/0000 BRACKENRIDGE	2.00 A	2.02 LM
SR 8088	RAMPS		0.15 A	
			<hr/> 2.4 A	<hr/> 2.02 LM

**EXHIBIT B**

SWEEPING	713-7681	1 CYCLE = 4 HOURS	@ \$143.65/HR	\$574.60
THIS WORK SHOULD BE SCHEDULED IN THE SPRING AND COMPLETED BY MAY 15.				
MOWING	714-7711-02	4 CYCLES = 9.6 A	@ \$106.04/A	\$1,017.98
ONE CYCLE SHOULD BE DONE IN JULY AND ONE IN LATE SEPTEMBER.				
				<hr/> \$1,592.58

This agreement is for three years.

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



## CONTRACTOR INTEGRITY PROVISIONS

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit D



- f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

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

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



## **Contractor Responsibility Provisions**

**(December 2020)**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

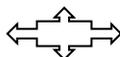
- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

## Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

### EXHIBIT G



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

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

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

## EXHIBIT G

