

RESOLUTION NO. 108-2012

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

The Mayor is authorized to execute a Roadway Lighting Agreement (copy attached hereto) between the Commonwealth of Pennsylvania, acting through the Department of Transportation, and the City of Reading for an electrical roadway lighting system for the Schuylkill Ave. Bridge Project.

Adopted by Council Aug 13 2012

Marcia Goodman-Kennedy
Vice President of Council

Attest:

[Signature]
City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 13 day of Aug A. D. 20 12. Witness my hand and seal of the said City this 14 day of Aug A. D. 20 12.

[Signature]
CITY CLERK

AGREEMENT NO. 057317
FEDERAL ID NO. 23-6001907

ROADWAY LIGHTING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("DEPARTMENT"),

and

City of Reading, Berks County, a political subdivision, duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("MUNICIPALITY")

WHEREAS, the DEPARTMENT, by contract and without cost to the MUNICIPALITY, will construct an electrical roadway lighting system for the Schuylkill Avenue Bridge on State Route 0183, in the City of Reading, Berks County ("Bridge"), consisting of sufficient poles, arms, bases, conduit, junction boxes, wire, cables, luminaires, controls and related equipment ("Lighting System"), at the places and positions and in the intensities shown on the drawings and provided for in the specifications prepared for or approved by the DEPARTMENT and on file with it, which drawings and specifications are incorporated into this Agreement by reference as though physically attached to it (the drawings and specifications are collectively referred to in this Agreement as the "Lighting Plan"); and,

WHEREAS, the MUNICIPALITY has agreed to accept responsibility for the Lighting System subject to the conditions set forth below; and,

WHEREAS, the DEPARTMENT is willing, with federal aid where applicable, to furnish and install the Lighting System and transfer ownership of it to the

MUNICIPALITY, provided that the MUNICIPALITY will assume one hundred percent (100%) of the cost of energizing and maintaining the Lighting System in accordance with the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth below, the parties to this Agreement agree, with the intention of being legally bound, as follows:

1. The DEPARTMENT by contract and with federal aid, if applicable, and without cost to the MUNICIPALITY, shall furnish and install the Lighting System for the bridge, at the places and positions and in the intensities shown on the Lighting Plan.

2. In conjunction with the transfer of the Lighting System under Paragraph 3 below, the DEPARTMENT agrees to grant the MUNICIPALITY a highway occupancy permit in accordance with 67 Pa. Code Chapter 459, relating to the occupancy of highways by utilities, pursuant to the terms and conditions contained herein, and contingent upon the MUNICIPALITY's proper application for the highway occupancy permit. Furthermore, the MUNICIPALITY shall comply not only with the terms and conditions of the highway occupancy permit but also with the terms and conditions contained in this Agreement, which are made part of and incorporated into the highway occupancy permit by reference as though physically attached to it, and with all applicable requirements of 67 Pa. Code Chapter 459, including, but not limited to, indemnification and maintenance and protection of traffic.

3. Upon completion of the installation of the Lighting System in an operable condition satisfactory to the Secretary of Transportation, the DEPARTMENT, by this Agreement, shall transfer to the MUNICIPALITY all of the DEPARTMENT's right, title and interest in and to the Lighting System, at the places and positions and in the intensities shown on the Lighting Plan. This transfer is subject to the conditions set forth below in Paragraph 4.

4. Upon completion of the Lighting System, the MUNICIPALITY shall assume ownership, custody and control of it, as authorized in the resolution attached to and made part of this Agreement as Exhibit "A," subject to the following terms and conditions:

- (a) The MUNICIPALITY, at its sole cost and expense, shall energize, operate and maintain the Lighting System, in a good state of repair, satisfactory to the DEPARTMENT, so as not to constitute an impediment, either horizontally or vertically, to the vehicular use of the entire traveled width of the roadway. The MUNICIPALITY shall also provide such safeguards, at the site of any maintenance or repair work undertaken under this Agreement, as needed to protect the safety of the traveling public during the course of such work.
- (b) Upon expiration of the guarantee to be furnished by the DEPARTMENT's contractor in accordance with the DEPARTMENT's Specifications, Publication 408 (current edition), its amendments and supplements ("Publication 408"), the MUNICIPALITY, at its cost and expense, shall replace all defective units, poles, bases, arms, junction boxes, wire, cables, conduit, luminaires, controls and other components of the Lighting System, in accordance with Publication 408. The MUNICIPALITY shall not make any replacement without first securing DEPARTMENT approval, in accordance with 67 Pa. Code Chapter 459.
- (c) The DEPARTMENT reserves the right, and the MUNICIPALITY gives to the DEPARTMENT the right, to repair, subject to reimbursement by the MUNICIPALITY of the cost, any or all of the parts of the Lighting System not maintained in a condition satisfactory to the DEPARTMENT.
- (d) The MUNICIPALITY is solely responsible for making all contractual arrangements with the electric utility(ies) and (if involved) the

maintenance contractor(s), to make certain the performance of all services and supply of all materials as required.

- (e) Any or all agreements into which the MUNICIPALITY enters with the electrical utility(ies) and (if involved) the maintenance contractor(s) shall contain a clause prohibiting the use of the Lighting System for any purpose other than highway lighting.

5. The MUNICIPALITY shall indemnify, save harmless and (if requested) defend the Commonwealth of Pennsylvania, the DEPARTMENT and all of their officers, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries or damages received or sustained by any person, persons or property, arising out of, resulting from or connected with the performance of any of the work of energizing, operating, maintaining, repairing or replacing the Lighting System or any part of it, by the MUNICIPALITY, its electric utility(ies), contractor(s) and/or their officers, agents and employees, whether the injuries or damages be due to the use of defective materials, defective workmanship or neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the MUNICIPALITY, its electric utility(ies), contractor(s) and/or their officers, agents and employees during the performance of the work and during the effective period of this Agreement.

6. If the MUNICIPALITY fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default in maintenance requirements, for a period of forty-five (45) days, the MUNICIPALITY authorizes the DEPARTMENT to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund allocation as may be necessary to maintain the Lighting System or to reimburse the DEPARTMENT in full for all costs due or incurred under this Agreement and to apply such funds or a portion of them to remedy the default.

7. The MUNICIPALITY agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the Commonwealth against any payments due the MUNICIPALITY under any contract with the Commonwealth.

8. The MUNICIPALITY agrees to comply with the Nondiscrimination/Sexual Harassment Clause (Exhibit "B"), the Contractor Integrity Provisions (Exhibit "C"), the Contractor Responsibility Provisions (Exhibit "D") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "E"), all of which are attached to and made part of this Agreement. As used in these exhibits, the term "contractor" refers to the MUNICIPALITY.

9. The MUNICIPALITY agrees that any actions arising under the highway occupancy permit to be issued to the MUNICIPALITY, as set forth in Paragraph 2 above, shall be governed by the Administrative Agency Law, 2 Pa. C.S. Sections 501-508 and 701-704; 1 Pa. Code Chapters 31, 33 and 35, known as the General Rules of Administrative Practice and Procedure; and 67 Pa. Code Chapters 459 and 491.

10. Upon completion of the construction of the Lighting System and the assumption of ownership, custody and control of it by the MUNICIPALITY, this Agreement shall be merged with the highway occupancy permit to be issued to the MUNICIPALITY, whereupon any terms, conditions or provisions of this Agreement that have not yet been performed or whose performance continues after construction shall become terms, conditions and provisions of the highway occupancy permit.

11. All notices, consents, approvals or any other communications required or desired to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered (a) if personally delivered; (b) if sent, postage prepaid, by United States certified mail; or (c) if sent by a courier service that guarantees next day delivery, to the addresses appearing below:

To MUNICIPALITY: Charlie Jones
Director of Public Works
City of Reading
815 Washington Street
Reading, PA 19601

To DEPARTMENT: Michael W. Rebert, P.E.
District Executive
Department of Transportation
Engineering District 5-0
1002 Hamilton Street
Allentown, PA 18101-1013

or to such other addresses as the parties may provide to each other from time to time.

12. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “F” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.

13. This Agreement shall not be effective until it has been executed and approved by all necessary Commonwealth officials as provided by law.

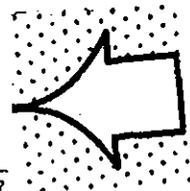
14. Upon execution, this document, together with all exhibits and attachments annexed to it, shall constitute the entire agreement between the parties and completely expresses their intent. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of the Agreement shall be valid unless it is in writing and is duly executed and approved by the parties.

lighting agreement--100% municipal costs--updated february 2011.doc

IN WITNESS WHEREOF, the parties have executed this Roadway Lighting Agreement the date first above written.

ATTEST/WITNESS:

MUNICIPALITY



Title: DATE

BY _____
Title: DATE

Signers must indicate titles and date their signatures.

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

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP PROGRAM _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
for Chief Counsel DATE

BY _____
Deputy General Counsel DATE

BY _____
for Comptroller Operations DATE

BY _____
Deputy Attorney General DATE

Agreement No. _____ is split __%, expenditure amount of \$ _____, for federal funds and __%, expenditure amount of \$ _____, for state funds. The related federal assistance program name and number is _____; _____. The state program name and number is _____; _____. This paragraph does not affect the costs to the Municipality.

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, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. 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.
7. 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 'B'

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 procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. 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 with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

Exhibit C

Page 1 of 6

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political

contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.
14. 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.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's

business or financial records, documents or files of any type or form that refers to or concern this contract.

16. 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.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - d. "Financial interest" means:
 - (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.
 - e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services,

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

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

Contractor Responsibility Provisions

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, instrumentally, 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 obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Exhibit D

October 14, 2011

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'

Contract Provisions - Right to Know Law 8-K-1532

- 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.

Revised February 1, 2010

EXHIBIT 'F'

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.

Revised February 1, 2010

EXHIBIT F