

COUNTY Northampton
MUNICIPALITY Bethlehem
SR 0378

AGREEMENT NO. 05T096
FEDERAL ID NO. 24-6000689

INTERGOVERNMENTAL AGREEMENT AUTHORIZING MUNICIPAL PROJECT ON
STATE HIGHWAY

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the DEPARTMENT,

and

the City of Bethlehem, Northampton County, whose address is 10 East Church Street, Bethlehem, Pennsylvania 18018-6025, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has under its jurisdiction within the MUNICIPALITY State Route 0378 ("SR 378"), commonly referred to as Wyandotte Street, which it operates and maintains as part of the state highway system under the authority of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 1 et seq., and the State Highway Law, Act of

May 29, 1945, P.L. 1242, as amended, 36 P.S. §§670-101 et seq.;
and,

WHEREAS, according to Section 6109(a)(1), (2) of the Vehicle Code, 75 Pa. C.S. § 6109(a)(1), (2), the regulation of parking and the regulation of traffic by means of official traffic-control devices on streets or highways within their physical boundaries is presumed to be a reasonable exercise of the police power of local authorities; and,

WHEREAS, Sections 3351-3354 of the Vehicle Code, 75 Pa. C.S. § 3351-3354, and 67 Pa. Code Chapter 212 specifically address the powers and duties of local authorities regarding parking; and,

WHEREAS, the MUNICIPALITY caused parking on the east side of SR 378 from Segment 0060 Offset 1427 (Broadway/Dakotah Street) to Segment 0070 Offset 0584 (3rd Street/Delaware Avenue) to be eliminated pursuant to MVC 75 Pa.C.S. 6109 on July 25, 2002; and,

WHEREAS, the MUNICIPALITY now intends to reestablish parking on the east side of SR 378 between these locations and

adopted Resolution No. 2008-72 on May 20, 2008, authorizing the submission of appropriate documentation to the DEPARTMENT regarding the reestablishment of parking; and,

WHEREAS, the MUNICIPALITY is obligated to design, prepare and obtain the DEPARTMENT's approval of a pavement marking and signing plan for the work necessary to reestablishing parking; and,

WHEREAS, the work will consist of the removal of the left-turn standby lane into a McDonald's restaurant by means of pavement marking and signing changes; replacement of this turning lane with a permanent northbound through lane for SR 378; establishment of parking on the east side of SR 378 from Segment 0060 Offset 1427 (Broadway/Dakotah Street) to Segment 0070 Offset 584 (3rd Street/Delaware Avenue); and any other necessary activities incidental thereto (collectively, the "Project"); and,

WHEREAS, the DEPARTMENT is willing to cooperate with the MUNICIPALITY and will grant permission for the MUNICIPALITY to perform the activities that the Project comprises on SR 378; and,

WHEREAS, the DEPARTMENT and the MUNICIPALITY desire to enter into this Agreement relating to the Project, in order to facilitate the safe and unimpeded flow of vehicular traffic over the state highways within the MUNICIPALITY, in accordance with the terms, covenants and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth in this Agreement, the parties agree, with the intention of being legally bound, to the following terms, covenants and conditions:

1. The foregoing recitals are incorporated herein by references as if fully set forth.

2. The MUNICIPALITY, with its own forces or by contract and at its own cost and expense, shall perform the work for the Project as described above. The MUNICIPALITY or its contractor shall provide the material, labor and equipment necessary for the Project.

3. If the Project is being performed by contract, the MUNICIPALITY shall advertise for bids and award and execute a contract in accordance with its enabling legislation and any

applicable local ordinances or regulations adopted pursuant to it.

4. The MUNICIPALITY's performance of the Project shall be contingent upon its preparation and submission to the DEPARTMENT for review and approval a pavement marking and signing plan ("Plan") describing the work to be performed to reestablish parking. In order to the DEPARTMENT to approve the Plan, the MUNICIPALITY shall resolve to the DEPARTMENT's satisfaction any comments made by the DEPARTMENT during the course of its review. The MUNICIPALITY shall not issue a notice to proceed to its contractor or proceed to perform the work with its own forces until the DEPARTMENT has approved this Plan and the plan for maintenance and protection of traffic described below in Paragraph 5. The MUNICIPALITY shall provide a copy of the Plan to McDonald's after the DEPARTMENT approves it and before the MUNICIPALITY issues the notice to proceed to its contractor.

5. The MUNICIPALITY shall submit to the DEPARTMENT for approval a plan for maintenance and protection of traffic during the performance of the Project in accordance with the current edition of DEPARTMENT Publication 213, Work Zone Traffic Control Guidelines. The MUNICIPALITY shall not issue a notice to

proceed or proceed with the work itself, as the case may be, until the DEPARTMENT has reviewed and approved the plan for maintenance and protection of traffic.

6. All work done and materials furnished on the Project shall conform to and be governed by the MUNICIPALITY's Plan as approved by the DEPARTMENT and on file with it, which Plan is incorporated by reference as though physically attached hereto; and any modifications to the Plan shall be subject to the DEPARTMENT's prior review and approval. All materials used for pavement marking and signs shall come from DEPARTMENT-approved manufacturers or suppliers. The completed Project shall be subject to the approval of the DEPARTMENT. Furthermore, the DEPARTMENT reserves the right to conduct spot inspections at its own expense during the course of the work.

7. The MUNICIPALITY shall provide the DEPARTMENT with a monthly report on the progress of the Project. The report shall provide information on the amount of work completed, the amount of work remaining to be done and any problems encountered during the course of work.

8! The MUNICIPALITY shall indemnify, save harmless and

(if requested) defend the Commonwealth of Pennsylvania, the Department of Transportation 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 as a result of the Project by any person, persons or property by or from the MUNICIPALITY and/or its contractor and their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect or misconduct of the MUNICIPALITY and/or its contractor and their officers, agents and employees. In addition, the MUNICIPALITY shall, in any agreement(s) to be entered into with contractor(s), require the contractor(s) to provide this same indemnification to the Commonwealth of Pennsylvania, the Department of Transportation and all of their officers, agents and employees.

9. The MUNICIPALITY shall comply, and in any agreement(s) to be entered into with contractor(s), shall require the contractor(s) to comply, with the conditions contained in the Non-discrimination/Sexual Harassment Clause, attached hereto as Exhibit "A" and made a part of this Agreement; in the Contractor Integrity Provisions, attached hereto as Exhibit "B" and made a

part of this Agreement; and in the Provisions Concerning the Americans with Disabilities Act, attached hereto as Exhibit "C" and made a part of this Agreement; and in the Contractor Responsibility Provisions, attached hereto as Exhibit "D" and made a part hereof.

10. The MUNICIPALITY, in any agreement(s) to be entered into with its contractor(s), shall require the contractor(s) to furnish to the COMMONWEALTH, prior to construction, at the contractor's(s') own cost and expense, insurance certificates (naming the COMMONWEALTH as an additional insured) providing public liability insurance for bodily injury, including death, and property damage in the minimum amounts of Five Hundred Thousand dollars (\$500,000) per person, One Million dollars (\$1,000,000) per occurrence, or any additional amounts as required by the COMMONWEALTH.

11. Upon satisfactory completion of the Project and of the DEPARTMENT'S approval of the pavement markings and signs installed as being in conformity with the Plan, the MUNICIPALITY shall be responsible for regulation of parking on the east side of SR 378 from Segment 0060 Offset 1427 (Broadway/Dakotah Street) to Segment 0070 Offset 584 (3rd Street/Delaware Avenue), in accordance with the Vehicle Code and the regulations adopted

under its authority at 67 Pa. Code Chapter 212; and it shall maintain all pavement markings and signs so as to insure an acceptable level of physical integrity. The DEPARTMENT shall continue its normal responsibilities for operation and maintenance of this portion of SR 378 in accordance with the State Highway Law and existing DEPARTMENT policies.

12. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the DEPARTMENT, the DEPARTMENT may terminate the Agreement upon giving ten (10) days' written notice to the MUNICIPALITY. In the event that the Agreement is so terminated, then neither party shall be further obligated to the other, except to the extent that the MUNICIPALITY shall restore the state highway to its prework conditions. If the restoration is not completed to the satisfaction of the DEPARTMENT within thirty (30) days of demand by the DEPARTMENT, the DEPARTMENT may perform the required restoration; and the MUNICIPALITY shall reimburse the DEPARTMENT for the actual cost of the restoration work.

13. If the MUNICIPALITY, in the exercise of its police power over parking within its physical boundaries, needs to modify the parking being reestablished on this portion of SR 378

at some future date, it shall secure the prior approval of the DEPARTMENT before proceeding with the desired modifications.

14. The DEPARTMENT, in authorizing the MUNICIPALITY to undertake the Project in accordance with the terms and conditions of this Agreement, waives none of its powers or rights to require the MUNICIPALITY to modify, relocate or remove the parking being reestablished on this portion of SR 378 if necessary for the safe and efficient operation of the state highway system.

15. The MUNICIPALITY shall complete the work under this Agreement no more than one (1) year from the date appearing on Page 1, unless the DEPARTMENT, for good cause shown, grants a time extension in writing.

16. This Agreement and the authorizations granted in it shall be effective only after full execution and approval by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

17. This Agreement, together with all exhibits and

attachments annexed hereto, shall constitute the entire understanding between the parties. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of this document shall be valid unless it is in writing and duly executed and approved by the parties.

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation

ATTEST:

CITY OF BETHLEHEM

Title: DATE

(SEAL)

BY _____
Title: DATE

BY _____
Title: DATE

(Please attach resolution authorizing execution and attestation, indicate signers' titles and date their signatures.)

APPROVED AS TO LEGALITY AND FORM

PRELIMINARILY APPROVED

BY _____
for Chief Counsel DATE

BY _____
Assistant Counsel DATE

BY _____
Deputy General DATE
Counsel

FUNDS COMMITMENT DOCUMENT NO. NA
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. NA
SAP COST CENTER NA
GL ACCOUNT NA
AMOUNT NA

BY _____
Deputy Attorney DATE
General

BY _____
for Comptroller DATE

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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 contracts 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.

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.

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 not 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.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, 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 contract or from activities provided for under this contract. As a condition of accepting and executing this contract, 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 of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

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 subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any government entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.

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 contracting agency 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 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 contracting agency 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, which 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/debarment.htm> or contacting the:

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