

Agreement Routing Sheet

Type of Agreement **REIMBURSEMENT-FEDERAL-AID**
 Agreement Number **032470A**
 Party **JACKSON TOWNSHIP**
 City **JACKSON TOWNSHIP**
 County **TIOGA**
 Form Number **NONE**
 Federal ID Number **246001450**
 Amount **1109700**
 SAP Vendor Number **141833**

Commonwealth of Pennsylvania
 Department of Transportation
 OCT 11 2011

NOV 01 2011

Office of Chief Counsel

PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

CONTRACT ROUTING SHEET

EXECUTION PROCESS	RECEIVED	RETURNED
District Executive For Review and Signature Engineering District <i>Eric E. High</i> ERIC E. HIGH, ADE-D 3-0	10/6/11	
Center for Program Development & Management For Review and Approval Keystone Building, 6 th Floor	<i>JH</i> 10/7/11	<i>JH</i> 10/7/11
Office of Chief Counsel For Final Approval Keystone Building, 9 th Floor <i>Jim 10/19/2011</i> <i>[Signature]</i> 10/19/11	10/11/11	10/20/11
Office of the Comptroller For Audit and Approval Forum Place, 9 th Floor <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED <i>[Signature]</i>	10/20 10/31	11/1/11
Office of Chief Counsel For Logging Keystone Building, 9 th Floor	11/1/11	11/2/11
Office of General Counsel For Review and Approval Harristown II, 333 Market Street, 17 th Floor		11/7/11
Office of Chief Counsel For Logging Keystone Building, 9 th Floor	11/7/11	11/8/11
Office of the Attorney General For Review and Approval Strawberry Square, 15 th Floor		11/17/11
Office of Chief Counsel For Final Date & Logging Keystone Building, 9 th Floor	11/17/11	11/18/11

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RESOLUTION NO. R7-11

BE IT RESOLVED by the Township Supervisors in Jackson Township, Tioga County Pennsylvania that the Chairman be authorized and directed to sign the attached Supplemental Reimbursement Agreement and the Township Secretary be authorized and directed to attest and seal the same.

DATE: October 3, 2011

ATTEST:

Jackson Township

Mary L Cogswell
Township Secretary

BY: Walter H Barnes
Chairman

CERTIFICATION

I, Mary L Cogswell, Secretary of Jackson Township, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted at a regular meeting of the Jackson Township Supervisors held on September 20, 2011.

(SEAL)

BY: Mary L Cogswell
Township Secretary

DATE: October 3, 2011

AGREEMENT NO. 032470-A

MPMS NO. 47871

FEDERAL I.D. NO. 24-6001-450

SUPPLEMENTAL FEDERAL AID PROJECT AGREEMENT

County: Jackson Township, Tioga County

MUNICIPALITY: Jackson Township

THIS SUPPLEMENTAL AGREEMENT, made and entered into this
16th day of November, 2011, between the
COMMONWEALTH of Pennsylvania, acting through the Pennsylvania
Department of Transportation, hereinafter called COMMONWEALTH,

and

Jackson Township, 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, COMMONWEALTH and MUNICIPALITY under the date of
July 7, 2006 entered into an Agreement designated in the
COMMONWEALTH's files as No. 032470, wherein the COMMONWEALTH and
MUNICIPALITY agreed to participate in a Federal Aid Highway
Project to replace Jackson Township Bridge T-952 over a Hammond
Creek; and

WHEREAS, the MUNICIPALITY's cost for design, right of way and construction has increased from that shown in Exhibit A of Agreement 032470; and

WHEREAS, both COMMONWEALTH and MUNICIPALITY are desirous of supplementing Agreement No. 032470 to allow for these cost changes and for use of tax funds to offset the MUNICIPALITY's share of the costs.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and mutual promises hereinafter set forth with the intention of being legally bound hereby, agree as follows:

1. COSTS

- (a) The Project cost estimate is attached as EXHIBIT "AA" (Estimated Project Cost Breakdown) and made part of this Agreement.
- (b) The estimated costs of design, right of way, and construction shown on EXHIBIT "AA", if different from the costs shown on EXHIBIT "A" of Agreement No. 032470A, are updated estimates and are substituted for such EXHIBIT "AA" estimates. The maximum reimbursement to the MUNICIPALITY, as specified in Paragraph 11(b) of Agreement No. 032470 for design, right of way acquisition,

allowable utility relocation and construction costs is hereby established as \$1,022,010

(c) The MUNICIPALITY agrees to pay its contractor in accordance with the terms of Paragraph 11(c) of Agreement No. 032470.

(d) Work performed by the COMMONWEALTH shall be paid by the MUNICIPALITY in accordance with Paragraph 11(f) of Agreement No. 032470. The estimated cost of such work is set forth in EXHIBIT "AA".

2. Contract No. 032470A is 80% federal funding in the amount of eight hundred eighty-seven thousand seven hundred sixty dollars (\$887,760) and 15% state funding in the amount of one hundred sixty-one thousand three hundred seventy dollars (\$161,370) The federal assistance program name and number is Highway Planning and Construction; 20.205. The state assistance program name and number is Local Grants for Bridges; 183.

3.

4. EXHIBIT "LL" (Lobbying Certificate Form) Replaces Exhibit "L" of Agreement No. 032470.

5. EXHIBIT "Q" (Automated Clearing House Network Provisions) is added to Agreement No. 032470.

6. EXHIBIT "R" (Contract Provisions - Right to Know Law 8-K-1532). Is added to Agreement No. 032470.

7. EXHIBIT "NN" (CONTRACTOR RESPONSIBILITY PROVISIONS)

Replaces Exhibit "N" in Agreement No. 032470.

8. EXHIBIT "GG" (CONTRACTOR INTEGRITY Provisions)

Replaces Exhibit "G" in Agreement No. 032470.

*MRC 10/27/11 for
Walter Barnes
RJR 10/26/11*

9. PARAGRAPH 11 (PAYMENT PROCEDURES AND RESPONSIBILITIES)

of Agreement No. 032470 is hereby deleted and replaced
with the following:

11. PAYMENT PROCEDURES AND RESPONSIBILITIES

(a) The MUNICIPALITY, within seven (7) days of the established estimate dates, shall submit to the DEPARTMENT certified periodic (maximum of two (2) per month) invoices for the following items:

(i) Allowable costs for work performed by the MUNICIPALITY's forces on the Project;

(ii) Work performed on the Project by the MUNICIPALITY's consultant(s) or contractor(s); and

(iii) Allowable costs incurred in the acquisition of right-of-way and utility relocations.

(b) The DEPARTMENT shall pay the MUNICIPALITY for all but the MUNICIPALITY's share of the total allowable Project costs to the extent of 95% up to a maximum of one million twenty-two thousand ten dollars (\$1,022,010) for preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs. Refer to Exhibit "A" for the estimated cost breakdown. The DEPARTMENT, for the federal share of the Project costs, shall submit necessary documents to the FHWA for payment. Upon receipt of federal funds, the DEPARTMENT shall credit

the payment to the Highway Bridge Improvement Restricted Account within the Motor License Fund.

- (c) The MUNICIPALITY is obligated to submit to the DEPARTMENT invoices from its consultant(s) and contractor(s) as it receives them, in accordance with the periodic schedule set forth above, to assure prompt payment of the consultant and contractor for work performed to date.
- (d) The MUNICIPALITY shall pay the federal, the DEPARTMENT and the MUNICIPALITY shares to its consultant(s) or contractor(s) within ten (10) calendar days of the date of the DEPARTMENT's payment. The MUNICIPALITY, as part of its record-keeping obligation, shall maintain records of receipt and payment of such funds. If the MUNICIPALITY fails to comply with this subparagraph or with the requirements of subparagraph (c) relating to submission of invoices, the MUNICIPALITY shall be in default pursuant to Paragraph 17; and the DEPARTMENT shall have the further right to change payment procedures unilaterally to a reimbursement basis.
- (e) If the DEPARTMENT changes payment procedures unilaterally to a reimbursement basis, as provided in subparagraph (d), the following procedures shall apply:
 - (i) The MUNICIPALITY, within seven (7) days of the established estimate dates, shall submit to the DEPARTMENT certified periodic (maximum of two (2) per month) invoices for reimbursement.
 - (ii) The MUNICIPALITY shall include with the invoices verification of payment of the consultant(s) or contractor(s) by means of a copy of the cancelled check or a certified letter from the consultant(s) or contractor(s) acknowledging payment.
 - (iii) After reviewing the verification concerning payment of the contractor or consultant and material certifications and determining them to be satisfactory, the DEPARTMENT shall approve the invoices for payment.

- (iv) Upon approval of the invoices, the DEPARTMENT shall forward to the Office of Comptroller Operations a cover letter containing the agreement number, federal project number, federal and state percentages, and invoice amount, together with a copy of the payment estimate. The Office of Comptroller Operations will process these invoices for payment of the state-funded portion.
- (v) The DEPARTMENT shall submit these certified invoices to the FHWA for payment of the federal share. As FHWA and state funds are made available, the DEPARTMENT shall reimburse the MUNICIPALITY for the proportionate share of the approved charges.
- (f) The MUNICIPALITY shall be responsible for costs not reimbursed by the DEPARTMENT with federal or state funds, including, but not limited to the following:
 - (i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;
 - (ii) Time delays and extensions of time or termination of construction work;
 - (iii) Interest for late payments;
 - (iv) Interest incurred by borrowing money;
 - (v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;
 - (vi) Unforeseen utility relocation costs;
 - (vii) Unforeseen costs for environmental litigation and reports; and
 - (viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by

the planning, design or construction of the Project.

- (g) The DEPARTMENT shall not reimburse the MUNICIPALITY for additional or extra work done or materials furnished that are not specifically provided for in the approved plans and specifications, unless the DEPARTMENT has issued prior written approval of the additional or extra work or materials. If the MUNICIPALITY performs any work or furnishes any materials without the DEPARTMENT's prior written approval, the MUNICIPALITY does so at its own risk, cost and expense. The MUNICIPALITY shall not interpret the DEPARTMENT's approval as authority to increase the maximum amount of reimbursement as specified in subparagraph (b) above.
- (h) For services performed by the DEPARTMENT, including, but not limited to, all required contract development, liaison and supervisory services, the MUNICIPALITY shall directly reimburse the DEPARTMENT for 5% of the DEPARTMENT's incurred costs. The DEPARTMENT will submit invoices to the FHWA for reimbursement of the federal share of such costs. The estimated cost of these services is set forth in Exhibit "A."
- (i) The MUNICIPALITY shall submit its final invoices for payment or reimbursement, as the case may be, of the items set forth in subparagraph (a) to the DEPARTMENT within one (1) year of the acceptance of the Project. If the MUNICIPALITY fails to submit its final invoices within this one- (1-) year period, it may forfeit all remaining federal and state financial participation in the Project.

10. PARAGRAPH 12 (RECORDS) of Agreement No. 032470 is

hereby deleted and replaced with the following:

The MUNICIPALITY shall maintain, and shall require its consultant(s) and contractor(s) to maintain all books, documents, papers, records, supporting cost proposals, accounting records, employees' time card, payroll records and other evidence pertaining to the costs

incurred in the project and shall make these materials available at all reasonable times during the contract period for three (3) years from the date of the submission of the final voucher to the FHWA, for inspection or audit by the DEPARTMENT, the FHWA or any other authorized representatives of federal or state government; and copies there of shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as any time of any personnel included in the computation of overhead cost. In addition, the MUNICIPALITY shall keep, and shall require its consultant(s) and contractor(s), as applicable, to keep, a complete record of time for personnel assigned part-time to the project. A record of time limited to only their work hours on the Project will not be acceptable

11. PARAGRAPH 29 (Automated Clearing House Network

Provisions) is added to Agreement No. 032470

29. Because the Department will be making payments under this agreement through the Automated Clearing House (ACH) Network, the Municipality shall comply with the provisions governing payments through ACH, attached as Exhibit "Q".

12. PARAGRAPH 30 (RIGHT-TO-KNOW LAW) is added to Agreement

No. 032470

30. 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 MUNICIPALITY shall comply with, the clause entitled Contract Provisions - Right-to-Know Law 8-K-1532, Attached as Exhibit "R" and made part of this Agreement. As used in this exhibit, the term "Contractor" refers to the Municipality.

13. PARAGRAPH 31 (FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006) is added to Agreement No. 032470

31. As a subrecipient of federal funding, the MUNICIPALITY shall provide to the Commonwealth the information specified in the document entitled *Federal Funding Accountability and Transparency Act of 2006-Grantee Information*, attached as Exhibit "S" and made part of this Agreement, to insure that the Commonwealth meets the reporting requirements imposed on it by the Federal Funding Accountability and Transparency Act of 2006. As used in this exhibit, the term "Grantee" refers to the MUNICIPALITY.

14. The "Commonwealth Nondiscrimination/Sexual Harassment Clause contained in Paragraph 18 of this Agreement should be deleted in its entirety.

15. PARAGRAPH 19 (CONTRACTOR INTEGRITY PROVISIONS) of Agreement No. 032470 is deleted and replaced with the following:

The MUNICIPALITY shall, comply and shall cause its consultant(s) and contractor(s) to comply, with the Contractor Integrity Provisions, dated June 17, 2010, which are attached as Exhibit "GG" and made part of this Agreement. As used in these provisions, the term "Contractor" means the Municipality.

16. PARAGRAPH 20 (OFFSET PROVISION) of Agreement No. 032470 is deleted and replaced with the following:

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of

any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

17. PARAGRAPH 25 (PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT) of Agreement No. 032470 is hereby

deleted and replaced with the following:

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.

18. All other provisions of Agreement No. 032470 shall be and remain in full force and effect.

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

ATTEST:

MUNICIPALITY*

Mary L. Cogswell 10/3/11 BY Walter D. Bernales 10/3/11
Title: Secretary/Treasurer Date Title Chairman Date

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Eric E. High 10/6/11
f District Executive Date

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOC. NO. MC32470000
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. 1058115614
SAP COST CENTER 7840301000
ACCOUNT 6411010

BY Michael J. Klumb Date 10/19/11 AMOUNT \$ 26,000.00
for Chief Counsel 10/19/2011

BY [Signature] 11/1/11
for Comptroller Date

BY Amy M. Elliott 11/16/11
Deputy Attorney General Date

APPROVED FOR FORM AND LEGALITY
By [Signature] 11-16-11
Deputy General Counsel

Contract No. 032470A, is split 80%, expenditure amount of \$887,760 for federal funds and 15%, expenditure amount of 161,370 for state funds The related federal assistance program name and number is Highway Planning and Construction; 20.205. The state assistance program name and SAP fund is Local Grants for Bridges; 183.

*MUNICIPALITY's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.

EXHIBIT "AA"
(ESTIMATED PROJECT COST BREAKDOWN)

PROJECT ESTIMATED COSTS

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Preliminary Engineering	\$159,000.00	\$14,400.00	\$173,400.00
Final Design	\$74,000.00	\$5,800.00	\$79,800.00
Utilities		\$2,000.00	\$2,000.00
Right-of-Way	\$2,800.00	\$1,700.00	\$4,500.00
Construction	\$840,000.00	\$10,000.00	\$850,000.00
Subtotals	\$1,075,800.00	\$33,900.00	\$1,109,700.00

COST SHARING (Municipality Incurred Costs)

	Federal 80%	State 15%	Municipality 5%	State Act 26 0%	Phase Subtotals
Preliminary Engineering	\$127,200.00	\$23,850.00	\$7,950.00	\$0.00	\$159,000.00
Final Design	\$59,200.00	\$11,100.00	\$3,700.00	\$0.00	\$74,000.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$2,240.00	\$420.00	\$140.00	\$0.00	\$2,800.00
Construction	\$672,000.00	\$126,000.00	\$42,000.00	\$0.00	\$840,000.00
Totals	\$860,640.00	\$161,370.00	\$53,790.00	\$0.00	\$1,075,800.00

COST SHARING (Commonwealth Incurred Costs)

	Federal 80%	State 15%	Municipality 5%	State Act 26 0%	Phase Subtotals
Preliminary Engineering	\$11,520.00	\$2,160.00	\$720.00	\$0.00	\$14,400.00
Final Design	\$4,640.00	\$870.00	\$290.00	\$0.00	\$5,800.00
Utilities	\$1,600.00	\$300.00	\$100.00	\$0.00	\$2,000.00
Right-of-Way	\$1,360.00	\$255.00	\$85.00	\$0.00	\$1,700.00
Construction	\$8,000.00	\$1,500.00	\$500.00	\$0.00	\$10,000.00
Totals	\$27,120.00	\$5,085.00	\$1,695.00	\$0.00	\$33,900.00

TOTAL COST

Federal	State	Municipality	Total
\$887,760.00	\$166,455.00	\$55,485.00	\$1,109,700.00

COUNTY:
MUNICIPALITY:
PROJECTS:

Tioga County
Jackson Township
Jackson Township Bridge, T-952 over a Hammond Creek

Reimbursement
Agreement No:

032470A

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 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.

July 3, 2003

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

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

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

SIGNATURE: Walter J. Barnes

TITLE: Chairman

DATE: October 3, 2011

Exhibit "LL"

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offer or, 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 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

October 25, 2010

EXHIBIT "NN"

Automated Clearing House Network Provisions

Submission of invoices for purposes of reimbursement, shall be made in accordance with Commonwealth Management Directive 310.30, issued May 24, 2007, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of payment. The following provisions are hereby added to the Agreement:

(a) The DEPARTMENT will make payments to the SPONSOR through ACH. Within 10 days of the execution of this Agreement, the SPONSOR must submit or must have already submitted its ACH and electronic addenda information, if desired, on an ACH enrollment form obtained at: www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101.

(b) The SPONSOR must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the SPONSOR to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the SPONSOR to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

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.

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.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 – GRANTEE INFORMATION

1. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

- (i) the entity in the preceding fiscal year received--
 - (I) 80 percent or more of its annual gross revenues in Federal awards; and
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and

- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.