

Contract #: _____
Federal ID #: _____
State Sales Tax #: _____

ENHANCED VEHICLE SAFETY INSPECTION STATION AGREEMENT

This Agreement, made and entered into this _____ day of _____, _____, by
and between the Commonwealth of Pennsylvania, acting through the Department of
Transportation (Department),

a n d

(Contractor)

WHEREAS Act 228 of 2004 requires the Department to establish a system of privately owned vehicle inspection facilities, staffed with specially trained individuals, to inspect reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods for compliance with vehicle regulations, policies and procedures of the Department.

WHEREAS, the Department desires to enter into contracts with privately owned vehicle inspection facilities, staffed with specially trained individuals for the inspection of reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods and the review of related title applications and supporting documentation for the purpose of authorizing the issuance of a branded vehicle title; and

WHEREAS, Contractor desires to contract with the Department to provide such inspection and review services to owners and operators of reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods in the Commonwealth; and

WHEREAS, the Department has determined that Contractor is qualified to provide the necessary inspection and review services, where such qualification includes but is not limited to Contractor's prior authorization to perform safety inspections pursuant to 67 Pa. Code §§ 175.1 *et seq.*

NOW THEREFORE, the parties agree, with the intention of being legally bound, to the following:

**AUTHORITY TO CONDUCT INSPECTION OF RECONSTRUCTED, SPECIALLY
CONSTRUCTED, MODIFIED, FLOOD, RECOVERED THEFT, COLLECTIBLE VEHICLES
AND STREET RODS**

1. The Department will provide Contractor, for a fee where applicable, with inspection stickers or other products designated by the Department, as necessary to allow Contractor to offer inspection services to owners and operators of reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods in the Commonwealth and to review related title applications and supporting documentation for the purpose of authorizing the issuance of a branded vehicle title.

2. Contractor may charge a reasonable fee, in addition to Department fees, for the performance of the inspection and delivery of inspection and titling authorization. It is understood that the Department will make no payment to the Contractor; payment for any services rendered shall be billed by the Contractor to the public users of its services.

FACILITIES

3. Contractor shall at all times maintain a facility which is acceptable in appearance to the Department and is in compliance with all applicable federal, state, and local laws, including local zoning ordinances and building codes, and is fully accessible to persons with disabilities in accordance with the provisions of Title II of the Americans with Disabilities Act.

4. The Contractor's facility shall include secure storage for inspection stickers and shall be described in the Contractor's Application and approved by the Department. The Department expressly reserves the right to amend this Agreement to provide for the implementation of additional security measures as shall be determined to be required by the Department in its discretion.

5. The Contractor's facility shall prominently display a sign visible from the outside identifying the facility as an Enhanced Vehicle Safety Inspection Station. A sign, at least 3 square feet in size (approximately 22" x 20") with lettering at least ¼ inch high, listing the charges for all services shall also be prominently displayed in the customer area of the facility. A Certificate of Appointment as an Enhanced Vehicle Safety Inspection Station shall be prominently displayed in the customer area of the facility.

6. The facility shall have active telephone service, a fax machine and a copy machine; the Department, at its discretion, may require the Contractor to also have on-site a connection through a personal computer to the Internet, and an active e-mail account accessible via the Internet, or may require other technology the Department may deem appropriate. In addition to the tools and equipment listed in Section 175.26 of the Vehicle Equipment and Inspection Regulations, 67 Pa. Code § 175.26, each Enhanced Vehicle Safety Inspection Station shall be equipped with:

- A window tint meter capable of testing the light transmittance of all window locations on a vehicle;
- A candlepower meter;
- An instant or digital camera with printer;
- Reference material that illustrates and/or provides public vehicle identification number (VIN) locations.

The Department may require other tools and equipment as deemed appropriate. The Department will provide written notification to the Contractor of additional tools and equipment required under this Agreement and will establish a timeline for obtaining the required tools and equipment.

7. Contractor will offer inspection services to owners and operators of reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods in the Commonwealth, at a minimum, during the hours posted at the facility for the Official Safety Inspection Station.

8. Prior to the relocation of the inspection station to another location, Contractor agrees to submit to the Department the facility-related information required as if the Contractor were making an initial application to contract to provide inspection services for reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods.

STAFFING AND TRAINING

9. Contractor will, at the time of appointment or hiring and annually thereafter, obtain a criminal record check of each employee (involved in the inspection and/or review of vehicles and associated documentation for the purpose of authorizing the issuance of a branded vehicle title) from the Pennsylvania State Police and will make such criminal record checks available to the Department upon request. Contractor will provide a list of all personnel engaged in the inspection of reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods for the purpose of authorizing the issuance of a branded vehicle title, as well as all personnel involved in the review, assembly and/or completion of related applications and documents. Contractor will notify the Department of all personnel changes.

10. Contractor will direct every person engaged in the inspection of reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods, and every person engaged in the review, assembly and/or completion of title applications and related documentation, for the purpose of authorizing the issuance of a branded vehicle title to obtain training materials from the Department and successfully pass a test administered by the Department or its designee to obtain certification. Retraining, retesting and recertification may be required as deemed appropriate by the Department. A fee may be charged for training materials and related testing. Contractor will ensure that all personnel engaged in activities under this Agreement are properly certified by the Department.

SECURITY

11. At the close of the hours of operation of inspection station, Contractor shall place all inspection materials, titles, salvage certificates, title applications and related supporting documentation in the place of secured storage approved by the Department.

INSURANCE

12. Contractor shall file and maintain with the Department a certificate of insurance for general commercial liability in the amount of \$50,000 for each approved facility. The policy shall be issued by an insurance carrier authorized by law to transact business in this Commonwealth. If the certificate of insurance is terminated or becomes unsatisfactory for any reason, the Contractor's authorization to offer inspection services under this Agreement will be suspended until the Contractor furnishes the Commonwealth with a satisfactory certificate of insurance.

AUDITS AND INSPECTION

13. The Department reserves the right to make unannounced visits for the audit, observation and evaluation of Contractor's inspection operations by authorized Commonwealth employees or designees, including the Pennsylvania State Police. Records required by the Department to be maintained by the Contractor in carrying out the duties under this Agreement shall be subject to periodic inspection by authorized representatives of the Commonwealth or its designated agents under the following conditions:

- (1) Place – The audit, observation and evaluation may be conducted at the Contractor's established place of business.
- (2) Time – The audit, observation and evaluation may be conducted during regular and usual business hours.
- (3) Scope – The audit, observation and evaluation may include the examination of the records which are subject to the record keeping requirements of this Agreement and Department regulations, as well as the examination of vehicles on the inspection station premises for the purpose of determining eligibility for issuance of a certificate of title and compliance with all applicable laws, regulations and policies. Based on the initial findings, the scope of the audit, observation and evaluation may be expanded to include investigation of violations of the terms of this Agreement or Department regulations.

TERM AND RENEWAL

14. This Agreement shall be for a term of three (3) years commencing with the effective date. The parties shall have the option to renew this Agreement by letter for additional three (3) year periods. Renewal by letter in this context means a letter of amendment as set forth below in Paragraph 30. The renewal by letter shall not be effective until approved by the Office of Chief Counsel following the parties' signature. The Department reserves the right to extend the Agreement for a period of three (3) months, by providing written notice to the Contractor, if needed to prevent termination of the Agreement before its renewal.

SUSPENSION AND TERMINATION

15. Contractor agrees that Contractor will be bound by the provisions of 75 Pa. C. S. § 4531 (relating to emission control systems), 75 Pa. C.S. § 6114 (relating to limitation on sale, publication and disclosure of records), 67 Pa. Code Chapter 175 (relating to vehicle equipment and inspection), as well as the provisions in this Agreement. Where this Agreement provides a more rigorous standard of conduct, the provisions of this Agreement shall control.

16. Contractor agrees that if it is determined by the Department that Contractor has engaged in any of the activity described in the following table, operation of the inspection services under this Agreement may be suspended in accordance with the corresponding time period in the table which follows. The Department, at its sole discretion, shall determine the term of suspension, up to the maximum indicated in the table below. Second and subsequent offenses will be determined on the basis of previous offenses of the same nature committed within a three (3) year period. Suspension or revocation of this agreement may be in addition to sanctions imposed in accordance with 67 Pa. Code Chapter 175 (relating to vehicle equipment and inspection) and 67 Pa. Code Chapter 177 (relating to enhanced emission inspection program). Contractor shall not perform any inspection related activity during any period of suspension pursuant to this agreement, or during any period of suspension pursuant to Chapter 175.

Prohibited Activity	Penalty		
	1 st offense	2 nd offense	3 rd & subsequent offenses
(1) The Contractor has failed to allow audit, observation or evaluation of inspection operation and related document review by authorized Commonwealth employees.	Suspended no more than 3 months after the audit is performed.	Suspended no more than 6 months after the audit is performed.	Suspended no more than 9 months after the audit is performed.
(2) The Contractor has failed to provide inspection services to the public during normal business hours or has failed to make reasonable effort to accommodate requests for these services.	No less than a written warning and no more than a 1 month suspension	Suspended no more than 3 months	Suspended no more than 6 months
(3) The Contractor has approved an application for title for a reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicle or street rod containing a misstatement of fact or other false information which the Contractor knew or should have known to be incorrect or false.	Suspended no more than 1 year	Suspended no more than 2 years	Permanent suspension

Prohibited Activity	Penalty		
	1 st offense	2 nd offense	3 rd & subsequent offenses
(4) The Contractor has charged a fee in excess of the posted fee for providing an applicant with inspection or title application review services relating to reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles or street rods.	Suspended no more than 1 month	Suspended no more than 3 months	Suspended no more than 6 months
(5) The Contractor has submitted a document to the Department for processing which has been accompanied by an uncollectible or dishonored check drawn on an account used by the Contractor.	Written warning and suspended until the uncollectible checks, protest fees and collection charges are paid.	Suspended no more than 3 months and until the uncollectible check, protect fees and collection charges are paid.	Suspended no more than 6 months and until the uncollectible check, protect fees and collection charges are paid.
(6) The Contractor has performed inspection or title application review services relating to reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles or street rods at a location not approved by the Department.	Suspended no more than 3 months and until application is approved.	Suspended no more 6 months and until application is approved.	Suspended no more than 1 year and until application is approved.
(7) The Contractor has permitted unauthorized personnel to perform inspection or title application review services relating to reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles or street rods.	Suspended no more than 6 months	Suspended no more than 1 year	Permanent
(8) The Contractor has not maintained a certificate of insurance as required.	Suspended 1 month and until acceptable insurance is obtained.	Suspended 3 months and until acceptable insurance is obtained.	Suspended 6 months and until acceptable insurance is obtained.

Prohibited Activity	Penalty		
	1 st offense	2 nd offense	3 rd & subsequent offenses
(9) The Contractor has failed to maintain the established place of business in accordance with contract requirements.	Suspended until the established place of business is brought into compliance with contract requirements.	Suspended 3 months and until the established place of business is brought into compliance with contract requirements.	Suspended 6 months and until the established place of business is brought into compliance with contract requirements.
(10) The Contractor has failed, on more than two occasions, to be open during posted business hours	Written warning	Suspended no more than 1 month	Suspended no more than 3 months
(11) The Contractor or employee has failed to complete applicable areas of a title application or inspection sticker for reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicle or street rod as required.	Written warning	Suspended no more than 1 month	Suspended no more than 3 months
(12) The Contractor has failed to notify the Department of a change in ownership or other changes affecting the business of the Contractor	Suspended no more than 3 months	Suspended no more than 6 months	
(13) The Contractor has failed to retain proper records under this agreement	Suspended no more than 2 months	Suspended no more than 4 months	
(14) The Contractor has failed to notify the Department of a change in personnel authorized to inspect reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles or street rods or review related title applications and supporting documentation.	Written Warning	Suspended no more than 1 month	Suspended no more than 3 months
(15) The Contractor has inappropriately used an authorized inspector's mechanic number.	Suspended no more than 1 month	Suspended no more than 3 months	Suspended no more than 6 months
(16) The Contractor has furnished an inspection sticker without a complete and proper inspection of a reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicle or street rod for the purpose of obtain a title.	Suspended no more than 1 year	Suspended no more than 3 years	

Prohibited Activity	Penalty		
	1 st offense	2 nd offense	3 rd & subsequent offenses
(17) The Contractor has failed to post fees, hours of operation, or other required signs as required by this Agreement or Pa Code Chapter 175.	Written Warning and suspension until fees, hours and other signs are posted as required.	Suspended 3 months and until fees, hours and other signs are posted as required.	
(18) The Contractor has on more than one occasion failed to comply with any provision of the Vehicle Code or Department regulations not specifically noted elsewhere in this listing.	Suspended no more than 1 month	Suspended no more than 3 months	

In the case of multiple instances of prohibited activity at one time, the Department may impose separate sanctions for each instance under the schedule in the table above. The Department may also direct that suspensions be served concurrently or consecutively.

17. Contractor agrees that if it is determined by the Department that Contractor has engaged in any of the activity described in the following listing, such activity shall be considered a breach of this Agreement and operation of the inspection service under this Agreement may be terminated:

- a. The contractor's privilege to inspect vehicles as authorized by 67 PA. Code, Chapter 175 (relating to vehicle equipment and inspection) and/or 67 Pa. Code Chapter 177 (relating to enhanced emission inspection program) is suspended, cancelled or revoked.
- b. The Contractor, one of its owners, officers or employees, has committed a fraudulent act including the fraudulent record keeping or the fraudulent completion of an application submitted to the Department.
- c. The Contractor has failed to allow inspection of documents relating to the inspection and documents relating to title applications for reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles or street rods.
- d. The Contractor has furnished an inspection sticker without a complete and proper inspection of a reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicle or street rod – second offense.

- e. The Contractor has permitted unauthorized personnel to perform inspection or title application review services relating to reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles or street rods.
- f. The Contractor has approved an application for title for a reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicle or street rod containing a misstatement of fact or other false information which the Contractor knew or should have known to be incorrect or false.
- g. An owner, officer or employee of the Contractor has been convicted of a felony or misdemeanor relating to the titling, registration or collection of sales tax and fees for a vehicle or has been convicted of another felony relating to motor vehicles within the last 10 years.
- h. The Contractor has submitted a document to the Department for processing which has been accompanied by an uncollectible or dishonored check drawn on an account used by the Contractor — third offense.
- i. The Contractor or any of its owners, officers or employees has offered or delivered money, gifts or other items of substantial value to a Commonwealth employee or authorized representative.
- j. The Contractor has failed to disclose material information or has made a materially false statement on a title application, which was discovered after issuance of the certificate of title and which would have caused the Department to deny the certificate of title.
- k. The Contractor has failed to maintain the established place of business in accordance with contract requirements — second offense.
- l. The Contractor has failed to post fees, hours of operation, or other required signs as required by this Agreement or Pa Code Chapter 175— third offense.
- m. The Contractor has failed on two or more occasions to open during posted business hours — third offense.
- n. The Contractor has performed inspection and related title application review for the purpose of titling a reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicle or street rod at an unapproved location – second offense.
- o. The Contractor has failed to notify the Department of a change in ownership or other changes affecting the business of the Contractor — third offense.
- p. The Contractor has failed to retain proper records under this agreement — third offense.

18. The Department may also terminate this Agreement at any time for good cause shown, including, but not limited to, misrepresentation or fraud in the Contractor's application which formed the basis for this Agreement, or if the inspection station is operated, managed, controlled or affiliated with a person who has been convicted of a felony involving dishonesty or breach of trust or who would be ineligible to be authorized to engage in providing inspection services.

19. The Department may also terminate this Agreement if any violations under 67 Pa. Code Chapter 175 (relating to vehicle equipment and inspection) or 67 Pa. Code Chapter 177 (relating to enhanced emissions inspection program) occur which result in a suspension or revocation of the inspection station's privileges to provide inspection services to the public.

20. Contractor agrees that its remedies for suspension, revocation, or termination are limited to an appeal under 2 PA.C.S. § 501 – 508 (relating to general rules of administrative practice and procedure of administrative agencies); 1 PA. Code Part II (relating to administrative practice and procedure) by filing a written request for a hearing within 30 days of the date of the notice.

21 Contractor agrees that the Department reserves the right to suspend Contractor's operations under this Agreement on an interim basis prior to a hearing where it determines that Contractor's conduct presents an immediate and substantial threat of serious harm to the public or the Department's interests. Any such interim suspension shall be subject to review as provided in 67 PA. Code Chapter 491 (relating to administrative practice and procedure).

STANDARD CONTRACT PROVISIONS

22. The Contractor agrees to comply with the Commonwealth's Nondiscrimination Clause, the Provisions Concerning the Americans with Disabilities Act, the Contractor Integrity Provisions, and the Contractor Responsibility Provisions marked as Exhibits A, B, C and D, respectively, and attached hereto.

23. The Pennsylvania Right-to-Know Law, 65 P.S. 67.101-3104 applies to this Agreement. Therefore, this Agreement is subject to and shall comply with, Exhibit E entitled Contract Provisions –Right to Know Law and made part of this Agreement. As used in this exhibit, the term "Contractor" refers to the contracting party.

INDEMNIFICATION

24. The Contractor shall act in independent capacity and shall not act or be deemed to act as an officer, employee or agent of the Department.

25. The Contractor agrees to comply with all applicable federal and state laws and regulations and local ordinances in carrying out its obligations under this Agreement.

26. The Contractor agrees to save harmless, indemnify and, if requested, defend the Commonwealth of Pennsylvania, the Department, their officers, employees or agents from and against all claims, suits or actions for damages, costs or expenses arising, or alleged to have arisen from death or injury to person or property, or other damage as a result of any act or omission of the Contractor.

CONFLICT OF LAWS

27. Regardless of any provision to the contrary found elsewhere in the provisions of this Agreement, the laws of the Commonwealth of Pennsylvania shall be used in the interpretation of this Agreement.

28. In the event of conflict between the provisions of this Agreement and any attachment hereto, the provisions of the Agreement shall control.

AMENDMENT

29. This Agreement and attachments hereto constitute the entire agreement between the parties.

30. This Agreement may be amended at any time by letter of amendment executed by both parties. A letter of amendment shall be considered executed by the Department when signed by an authorized signatory and approved only by its Office of Chief Counsel.

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

ATTEST:

CONTRACTOR

Title: DATE

BY _____
Title: DATE

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other similar entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

BY _____
for Chief Counsel DATE

BY _____
Assistant Counsel DATE

Preapproved Form:
OGC Form No. 18-FA-63.0
Approved OAG 08/09/2013

Exhibit A

Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

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

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit B

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 C

2015-01-14

CONTRACTOR INTEGRITY PROVISIONS

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

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Contractor Responsibility Provisions

(December 2020)

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

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

Exhibit E

Contract Provisions – Right to Know Law

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