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# MANAGEMENT DIRECTIVE

615.15  
Amended  
Number

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COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE

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Subject:

Vehicle Parking License Agreements

By Direction Of:



James P. Creedon, Secretary of General Services

Date:

October 26, 2006

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**This directive establishes policies and procedures pertaining to contracting for parking and requires agencies to obtain approval from the DGS Deputy Secretary for Property Management before entering into or expanding a Vehicle Parking License Agreement.**

**1. PURPOSE.** To establish a centralized review process for Vehicle Parking License Agreements within the Office of the Deputy Secretary for Property Management.

**2. SCOPE.** This directive applies to all agencies under the Governor's jurisdiction.

**3. POLICY.**

**a.** Sound management principles require that one central office shall be designated to manage the utilization of Commonwealth-owned and leased space. Section 2402 of The Administrative Code of 1929, 71 P.S. Section 632, designates the Department of General Services (DGS) as the Commonwealth's leasing agent. Within DGS, the Deputy Secretary for Property Management is responsible for the review and oversight of Vehicle Parking License Agreements.

**b.** Commonwealth agencies may not enter into new Vehicle Parking License Agreements or expand the scope of preexisting agreements without obtaining prior, written approval of the Deputy Secretary for Property Management.

**4. RESPONSIBILITIES**

**a.** The **Deputy Secretary for Property Management** shall be responsible for:

**(1)** Developing and maintaining a central registry of owned and leased parking spaces, including those obtained as part of a building lease or through a Vehicle Parking License Agreement.

(2) Negotiating lower prices on behalf of agencies contracting for parking at the same locations under separate agreements.

(3) Reviewing Vehicle Parking License Agreements for reasonableness as described in the procedures enumerated below.

(4) Identifying opportunities for cost savings, with the assistance of the Governor's Office of Management and Productivity.

**b. Agencies** shall be responsible for:

(1) Submitting requests for new or revised Vehicle Parking License Agreements to the Deputy Secretary for Property Management as described in the procedures enumerated below.

(2) Assisting with the maintenance of the central registry of owned and leased parking spaces by providing information to the Deputy Secretary for Property Management upon request.

## 5. PROCEDURES.

**Procedure 1.** Establishing a new Vehicle Parking License Agreement.

<b>Action By</b>	<b>Step</b>	<b>Action</b>
Agency.	1.	Submits a written request to the Deputy Secretary for Property Management for approval to solicit bids.
Deputy Secretary for Property Management.	2.	Reviews the request to solicit bids and notifies the Agency of approval or disapproval.
Agency.	3.	Solicits bids from at least three potential contractors, if available.
	4.	Selects a parking site based upon best value.
	5.	Verifies contractor responsibility in accordance with <i>Management Directive 215.9 Contractor Responsibility Program</i> .
	6.	Prepares the Vehicle Parking License Agreement and all required attachments, including Exhibit "A" - Nondiscrimination/Sexual Harassment Clause; Exhibit "B" - Contractor Integrity Provisions; Exhibit "C" - Contractor Responsibility Provisions, and submits the materials to the Deputy Secretary for Property Management.
Deputy Secretary for Property Management.	7.	Reviews the Vehicle Parking License Agreement. If disapproved, returns it to the Agency. If approved and the annual cost is less than \$50,000, forwards it to the Contractor for signature. If approved and the annual cost exceeds \$50,000, forwards it to the Governor's Budget Office.
Governor's Budget Office.	8.	Reviews the Vehicle Parking License Agreement if the annual cost exceeds \$50,000. Forwards it to the Contractor for signature, if approved, or returns it to the Agency, if disapproved.
Contractor.	9.	Signs the Agreement and returns it to the Agency.
Agency.	10.	Signs the Agreement and forwards it to the Agency Comptroller.

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|---------------------|------------|--|
| Agency Comptroller. | <b>11.</b> | Reviews the Agreement, assigns a miscellaneous encumbrance number, certifies to the availability of funds, signs and returns it to the Agency.   |
| Agency.             | <b>12.</b> | Obtains required legal approvals from the Agency Office of Chief Counsel, Office of General Counsel and Office of Attorney General.  |
|                     | <b>13.</b> | After all required signatures have been obtained, adds the contract execution date, retains the original, and distributes copies of the Agreement to the Contractor, Agency Comptroller, Treasury, and Deputy Secretary for Property Management. |

**Procedure 2.** Increasing or decreasing the number of spaces in a preexisting agreement. If decreasing the number of spaces, Agencies may begin at Step 5.

- | <b>Action By</b>                          | <b>Step</b> | <b>Action</b>  |
|---|-------------|--|
| Agency.                                   | <b>1.</b>   | Submits a written request to the Deputy Secretary for Property Management for authorization to obtain additional spaces. |
| Deputy Secretary for Property Management. | <b>2.</b>   | Reviews the request for additional spaces and notifies the Agency of approval or disapproval.                            |
| Agency.                                   | <b>3.</b>   | Sends a written notice to the Contractor seeking to increase the number of spaces.                                       |
| Contractor.                               | <b>4.</b>   | Receives the Agency notice and responds with concurrence or disapproval.   |
| Agency.                                   | <b>5.</b>   | Prepares the Changes to Vehicle Parking License Agreement form, signs and forwards it to the Agency Comptroller.         |
| Agency Comptroller.                       | <b>6.</b>   | Reviews the form, adjusts encumbered funds accordingly, signs and returns it to the Agency.                              |
| Agency.                                   | <b>7.</b>   | Officially notifies the Contractor of change in the number of spaces and the effective date.                             |
|   | <b>8.</b>   | Distributes a copy of the completed and signed form to Treasury and the Deputy Secretary for Property Management.        |

**Procedure 3.** Increasing or decreasing the cost of spaces in a preexisting agreement.

- | <b>Action By</b> | <b>Step</b> | <b>Action</b>  |
|------------------|-------------|--|
| Contractor.      | <b>1.</b>   | Sends written notice to the Agency of an increase or decrease in parking fees.   |
| Agency.          | <b>2.</b>   | If the fee change is not acceptable, notifies the Contractor, in writing, that the Agreement is terminated with at least 30 days notice. If the fee change is acceptable, prepares the Changes to Vehicle Parking License Agreement form, signs and forwards it to the Deputy Secretary for Property Management. |

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|---|-----------|--|
| Deputy Secretary for Property Management. | <b>3.</b> | Reviews the Changes to Vehicle Parking License Agreement form and forwards it to the Agency Comptroller, if approved, or returns it to the Agency, if disapproved. |
| Agency Comptroller.                       | <b>4.</b> | Reviews the form, adjusts encumbered funds accordingly, signs and returns it to the Agency.  |
| Agency.                                   | <b>5.</b> | Officially notifies the Contractor, in writing, that the fee change is acceptable.   |
|   | <b>6.</b> | Distributes a copy of the completed and signed form to Treasury and the Deputy Secretary for Property Management.  |

**Procedure 4.** Exercising an option to extend the term of an existing Agreement.

<b>Action By</b>	<b>Step</b>	<b>Action</b>
Agency.	<b>1.</b>	Submits a written request to the Deputy Secretary for Property Management for authorization to extend the term of an existing Agreement. Agreements that automatically renew on a month-to-month basis must be submitted for re-approval annually, at least 30 days prior to the anniversary of the execution date of the original agreement.
Deputy Secretary for Property Management.	<b>2.</b>	Reviews the extension request and notifies the Agency of approval or disapproval.
Agency.	<b>3.</b>	Notifies the Contractor that the extension option is exercised.

Enclosure 1 Vehicle Parking License Agreement (For Reserved Parking Spaces)

Enclosure 2 Vehicle Parking License Agreement (Not For Reserved Parking Spaces)

Enclosure 3 Changes to Vehicle Parking License Agreement

Exhibit "A" – Nondiscrimination/Sexual Harassment Clause

Exhibit "B" – Contractor Integrity Provisions

Exhibit "C" – Contractor Responsibility Provisions

**VEHICLE PARKING LICENSE AGREEMENT  
(FOR RESERVED PARKING SPACES)**

**THIS VEHICLE PARKING AGREEMENT** ("Agreement"), executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_ [Insert Name of Contractor] ("Contractor") with offices at \_\_\_\_\_ and \_\_\_\_\_ [Insert Agency Name] ("Licensee") with offices at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, Licensee is authorized and empowered to contract for parking for vehicles operated by Licensee's employees, agents, and invitees; and

**WHEREAS**, Licensee desires to contract for vehicle parking upon the terms and conditions of this Agreement; and

**WHEREAS**, Contractor is in the business of providing vehicle parking spaces in facilities which it owns, leases, or operates located at \_\_\_\_\_ ("Facility"); and

**WHEREAS**, Contractor is willing to enter into this Agreement for parking spaces at the Facility under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, intending to be legally bound hereby, Licensee and Contractor do hereby covenant and agree as follows:

1. Assignment of Parking Spaces. Contractor agrees to assign Licensee the use of \_\_\_\_\_ (\_\_) designated parking spaces at the Facility. The assigned spaces will be separated by clearly defined, painted lines and will be of sufficient size to accommodate a standard size four-door, American-made sedan. The assigned spaces will be numbered and a sign will be prominently displayed that the assigned spaces are reserved and not available for public parking. All of the assigned spaces, to the extent possible, will be in the same contiguous area and will be adjacent to one another. Licensee will assign each space and, when a space is assigned to a Licensee employee, will provide Contractor: the assigned employee's name, the vehicle's make and model, the license plate number, and the employee's business telephone number for use in an emergency only. Contractor will provide portable parking permits, which identify the user as an authorized user of the space. Licensee shall be permitted to use the assigned spaces twenty-four hours a day, seven days a week, fifty-two weeks a year.

2. Term. The term of this Agreement will be one month and shall commence on the later of \_\_\_\_\_ or the first day of the month after the Effective Date (as defined below) and shall end at the end of that month, subject to other provisions of this Agreement. The Effective Date shall be fixed by the Licensee after the Agreement has been fully executed by the Contractor and by the Licensee, all approvals required by Commonwealth contracting procedures have been obtained. This Agreement shall not be a legally binding contract until the Effective Date is affixed and the fully executed Agreement has been sent to the Contractor.

3. Renewal. The term of this Agreement shall be automatically renewed from month to month until either party shall give the other thirty (30) days notice in writing of its intention to terminate the Agreement.

4. Parking Fee. The fee for the use of each parking space will be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month per space. This fee will be due in advance at the beginning of each month of the term of this Agreement.

5. Change In Monthly Fee. Contractor may change the monthly fee by providing Licensee with thirty (30) days' prior written notice. Should Licensee not agree to the increased fee, Licensee may, upon thirty (30) days' notice in writing, terminate this Agreement. If the notice of termination is provided by Licensee within thirty (30) days after receipt of the notice of increase, Licensee shall not be required to pay the increased fee during the thirty (30) day period following notice of termination.

6. Change In Number of Spaces. Contractor and Licensee may mutually agree to expand or decrease the number of assigned spaces under this Agreement at the same payment rate and terms and conditions. In the event of an increase in the number of assigned spaces, Contractor, to the extent possible, will assign the additional spaces in the same contiguous and adjacent area.

7. Maintenance of Facility. Contractor agrees to maintain the Facility and to make all necessary repairs to the Facility and, in particular, the parking spaces. Contractor agrees to keep access to and from the parking spaces and the parking spaces themselves free and clear of snow and ice and any other obstacles or debris. Further, the ramps, approaches, and exterior and interior driving areas will be lighted to meet code standards at all times and will be maintained to be free of potholes, obstacles, and other similar impediments to safe driving in the Facility.

8. Removal of Illegally-Parked Vehicles. Contractor agrees to either provide or contract with a towing service to have vehicles removed that illegally park in the spaces assigned for Licensee's use under this Agreement. Contractor agrees to be solely responsible for managing, settling, or contesting any claims that may occur as the result of a vehicle's removal or attempted removal.

9. Notice. Notice under this Agreement will be sufficient if given by certified mail, postage prepaid, to the above addresses. These addresses may be changed by either party by giving written notice as above stated.

10. Additional Provisions. Attached to and made a part of this Agreement, are Exhibit "A", Nondiscrimination/Sexual Harassment Clause; Exhibit "B", Contractor Integrity Provision; and Exhibit "C", Contractor Responsibility Provisions.

11. Assignability. This Agreement shall be binding upon the heirs, executors, administrators, successors, or assigns of Contractor. The Contractor may not assign, in whole or in part, this Agreement, or its rights, duties or obligations, or responsibilities hereunder without the prior written consent of Licensee, which consent may be withheld at the sole and absolute discretion of Licensee.

12. Americans With Disabilities Act. During the term of this Agreement, Contractor agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., 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 the Agreement, Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 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.

B. 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 Contractor's failure to comply with the provisions of Subparagraph A above.

13. Offset Provisions. Contractor agrees that Licensee may set off the amount of any state tax liability or other obligation of Contractor or its subsidiaries to the Commonwealth against any payments due Contractor under this or any other contract with the Commonwealth.

14. License. Contractor and Licensee agree that this Agreement is a license to use the parking spaces now or hereafter assigned and that nothing herein will be construed or interpreted to make this a lease agreement or convert this Agreement into a landlord-tenant relationship.

15. Applicable Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

16. Integration. This Agreement, including all referenced exhibits, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Licensee or Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. Except as provided herein, no modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

ATTEST:

(Insert Contractor Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Federal ID No. \_\_\_\_\_

(Insert Agency Name)

\_\_\_\_\_  
Agency Comptroller

\_\_\_\_\_  
Authorized Agency Approval

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Office of Chief Counsel - Licensee  
Date:

\_\_\_\_\_  
Office of General Counsel  
Date:

\_\_\_\_\_  
Office of Attorney General  
Date:

**VEHICLE PARKING LICENSE AGREEMENT  
(NOT FOR RESERVED PARKING SPACES)**

**THIS VEHICLE PARKING AGREEMENT** ("Agreement"), executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_ [Insert Name of Contractor] ("Contractor") with offices at \_\_\_\_\_ and \_\_\_\_\_ [Insert Agency Name] ("Licensee") with offices at \_\_\_\_\_.

**WITNESSETH:**

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**WHEREAS**, Licensee desires to contract for vehicle parking upon the terms and conditions of this Agreement; and

**WHEREAS**, Contractor is in the business of providing vehicle parking spaces in facilities which it owns, leases, or operates located at \_\_\_\_\_ ("Facility"); and

**WHEREAS**, Contractor is willing to enter into this Agreement for parking spaces at the Facility under the terms and conditions set forth in this Agreement.

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2. Term. The term of this Agreement will be one month and shall commence on the later of \_\_\_\_\_ or the first day of the month after the Effective Date (as defined below) and shall end at the end of that month, subject to other provisions of this Agreement. The Effective Date shall be fixed by the Licensee after the Agreement has been fully executed by the Contractor and by the Licensee, all approvals required by Commonwealth contracting procedures have been obtained. This Agreement shall not be a legally binding contract until the Effective Date is affixed and the fully executed Agreement has been sent to the Contractor.

3. Renewal. The term of this Agreement shall be automatically renewed from month to month until either party shall give the other thirty (30) days notice in writing of its intention to terminate the Agreement.

4. Parking Fee. The fee for the use of each parking space will be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month per space. This fee will be due in advance at the beginning of each month of the term of this Agreement.

5. Change In Monthly Fee. Contractor may change the monthly fee by providing Licensee with thirty (30) days' prior written notice. Should Licensee not agree to the increased fee, Licensee may, upon thirty (30) days' notice in writing, terminate this Agreement. If the notice of termination is provided by Licensee within thirty (30) days after receipt of the notice of increase, Licensee shall not be required to pay the increased fee during the thirty (30) day period following notice of termination.

6. Change In Number of Spaces. Contractor and Licensee may mutually agree to expand or decrease the number of spaces under this Agreement at the same payment rate and terms and conditions. In the event of an increase in the number of assigned spaces, Contractor, to the extent possible, will assign the additional spaces in the same contiguous and adjacent area.

7. Maintenance of Facility. Contractor agrees to maintain the Facility and to make all necessary repairs to the Facility and, in particular, the parking spaces. Contractor agrees to keep access to and from the parking spaces and the parking spaces themselves free and clear of snow and ice and any other obstacles or debris. Further, the ramps, approaches, and exterior and interior driving areas will be lighted to meet code standards at all times and will be maintained to be free of potholes, obstacles, and other similar impediments to safe driving in the Facility.

8. Removal of Illegally-Parked Vehicles. Contractor agrees to either provide or contract with a towing service to have vehicles removed that illegally park at the Facility. Contractor agrees to be solely responsible for managing, settling, or contesting any claims that may occur as the result of a vehicle's removal or attempted removal.

9. Notice. Notice under this Agreement will be sufficient if given by certified mail, postage prepaid, to the above addresses. These addresses may be changed by either party by giving written notice as above stated.

10. Additional Provisions. Attached to and made a part of this Agreement, are Exhibit "A", Nondiscrimination/Sexual Harassment Clause; Exhibit "B", Contractor Integrity Provision; and Exhibit "C", Contractor Responsibility Provisions.

11. Assignability. This Agreement shall be binding upon the heirs, executors, administrators, successors, or assigns of Contractor. The Contractor may not assign, in whole or in part, this Agreement, or its rights, duties or obligations, or responsibilities hereunder without the prior written consent of Licensee, which consent may be withheld at the sole and absolute discretion of Licensee.

12. Americans With Disabilities Act. During the term of this Agreement, Contractor agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., 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 the Agreement, Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 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.

B. 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 Contractor's failure to comply with the provisions of Subparagraph A above.

13. Offset Provisions. Contractor agrees that Licensee may set off the amount of any state tax liability or other obligation of Contractor or its subsidiaries to the Commonwealth against any payments due Contractor under this or any other contract with the Commonwealth.

14. License. Contractor and Licensee agree that this Agreement is a license to use the parking spaces now or hereafter assigned and that nothing herein will be construed or interpreted to make this a lease agreement or convert this Agreement into a landlord-tenant relationship.

15. Applicable Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

16. Integration. This Agreement, including all referenced exhibits, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Licensee or Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. Except as provided herein, no modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

ATTEST:

(Insert Contractor Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Federal ID No. \_\_\_\_\_

(Insert Agency Name)

\_\_\_\_\_  
Agency Comptroller

\_\_\_\_\_  
Authorized Agency Approval

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Office of Chief Counsel - Licensee

\_\_\_\_\_  
Office of General Counsel

Date:

Date:

\_\_\_\_\_  
**Office of Attorney General**

Date:

**CHANGES TO VEHICLE PARKING LICENSE AGREEMENT**

DATE \_\_\_\_\_

Specific Office, Bureau, or Unit: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

Vehicle Parking License Agreement ID No. \_\_\_\_\_

Location of Parking Facility: \_\_\_\_\_

\_\_\_\_\_

Effective Date of Change: \_\_\_\_\_

**TYPE OF CHANGE**

Change in Monthly Fee

Change in Number of Parking Spaces

Current Monthly Fee  
Per Parking Space \$ \_\_\_\_\_

Current Number of  
Parking Spaces \_\_\_\_\_

New Monthly Fee  
Per Parking Spaces \$ \_\_\_\_\_

New Number of  
Parking Spaces \_\_\_\_\_

Net Increase/(Decrease)  
Per Parking Space \$ \_\_\_\_\_

Net Increase/(Decrease) \_\_\_\_\_

Total Number of Parking  
Spaces Covered by Vehicle  
Parking License Agreement \_\_\_\_\_

Current Monthly Parking  
Fee Per Parking Space \_\_\_\_\_

Total Increase/(Decrease)  
Per month \$ \_\_\_\_\_

Total Increase/(Decrease)  
Per month \$ \_\_\_\_\_

**I CERTIFY THAT THE INFORMATION CONTAINED IN THIS FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

Attach a copy of the written notice from the Contractor initiating the change or concurring with the change.

**EXHIBIT "A"**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Contractor agrees as follows:

**a.** In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

**b.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.

**c.** The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

**d.** The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

**e.** The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.

**f.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

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

**EXHIBIT "B"**  
**CONTRACTOR INTEGRITY PROVISIONS**

**1. Definitions.**

**a.** Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with 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 prequalification, 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 directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

**d.** Financial Interest means:

**1)** Ownership of more than a 5% interest in any business; or

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

**e.** Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

**2.** The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

**3.** The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

**4.** The Contractor shall not, in connection with this or any other agreement with the Commonwealth, 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 officer or employee of the Commonwealth.

**5.** The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

**6.** Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

## **CONTRACTOR INTEGRITY PROVISIONS**

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- 7.** Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.
- 8.** The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- 9.** The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certified and represents that he or she has not violated any of these provisions.
- 10.** The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, 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 the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Contract. Such information shall be retained by the contractor for a period of three years beyond the termination of this Contract unless otherwise provided by law.
- 11.** For violation of any of the above provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

**EXHIBIT "C"**  
**CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.