

LM 12/21/11
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RESOLUTION NO. 32 - 2011

A RESOLUTION AUTHORIZING COMMISSIONER JEFFREY T. HASTE TO SIGN THE FEDERAL-AID BRIDGE PROJECT SUPPLEMENTAL REIMBURSEMENT AGREEMENT AND AUTHORIZING LAURA E. EVANS, ESQUIRE TO ATTEST TO THE AGREEMENT

WHEREAS, Dauphin County is entering into the Federal-Aid Bridge Project Supplemental Reimbursement Agreement with the Commonwealth of Pennsylvania through the Commonwealth's Department of Transportation; and

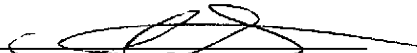
WHEREAS, a resolution is required under the Federal-Aid Bridge Project Supplemental Reimbursement Agreement to name the individuals authorized to sign the agreement and attest to the agreement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF DAUPHIN COUNTY, PENNSYLVANIA THAT:

Commissioner Jeffrey T. Haste is authorized to sign the Federal-Aid Bridge Project Supplemental Reimbursement Agreement on behalf of Dauphin County and that Laura E. Evans, Esquire as Chief Clerk and Chief of Staff is authorized to attest to the Federal-Aid Bridge Project Supplemental Reimbursement Agreement.

ADOPTED AND RESOLVED, by the Board of Commissioners of Dauphin County, Pennsylvania, in lawful session duly assembled, on the 21st day of December, 2011.

ATTEST:



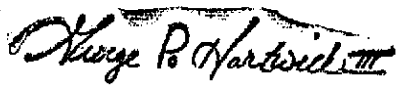
Laura E. Evans, Esquire
Chief Clerk/Chief of Staff

**DAUPHIN COUNTY
BOARD OF COMMISSIONERS**


Jeffrey T. Haste, Chairman



Mike Pries, Vice-Chairman



George P. Hartwick, III, Secretary

(SEAL)

EFFECTIVE DATE _____
(Department will insert)
COUNTY Dauphin
MUNICIPALITY South Hanover Township

AGREEMENT NO. 089633A
FID NO. 23-6003043
SAP VENDOR NO. 139086
MPMS NO. 18900

FEDERAL-AID BRIDGE PROJECT SUPPLEMENTAL REIMBURSEMENT AGREEMENT

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

and

the Dauphin County Board of Commissioners, of the Commonwealth of Pennsylvania, acting through its proper officials ("MUNICIPALITY").

RECITALS:

WHEREAS, the COMMONWEALTH and the MUNICIPALITY under date of February 24, 2011, entered into an agreement designated in the COMMONWEALTH's files as No. 089633 ("AGREEMENT"), wherein the COMMONWEALTH and the MUNICIPALITY agreed to participate in a Federal-Aid Bridge Project to improve the Duke Street Bridge Over Swatara Creek; and

WHEREAS, both the COMMONWEALTH and the MUNICIPALITY are desirous of supplementing the AGREEMENT to allow for additional funding for the project's preliminary engineering phase, due to a modification in the scope of work of the project. Additionally, the funds previously included in the Commonwealth-Incurred Costs have been removed from this phase, as it was determined that they will not be necessary during this phase.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following:

1. RECITALS

The recitals set forth above are incorporated by reference as a material part of this Agreement.

2. GENERAL PROVISIONS

The estimated costs and breakdown shown on Exhibit "AA," are different from the costs and breakdown shown on Exhibit "A" of AGREEMENT 089633, and Exhibit "AA" is substituted for the Exhibit "A".

3. PAYMENT PROCEDURES AND RESPONSIBILITIES

Paragraph 11(b) is deleted and replaced as follows:

(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 two hundred ninety thousand, two hundred and ninety two dollars (\$290,292.00) for preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs. Refer to Exhibit "AA" 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.

4. CONTRACTOR INTEGRITY PROVISIONS

Paragraph 18 has been deleted and replaced as follows:

The MUNICIPALITY shall comply, and shall cause its consultants and contractors to comply, with the current version of the *Contractor Integrity Provisions*, which are attached as Exhibit "FF" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY.

5. Lobbying Certification Disclosure

Exhibit "K" has been replaced with Exhibit "KK".

6. CONTRACTOR RESPONSIBILITY PROVISIONS

Paragraph 25 has been deleted and replaced as follows:

The MUNICIPALITY shall comply, and shall cause its consultants and contractors to comply, with the current version of the *Contractor Responsibility Provisions*, which are attached as Exhibit "MM" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY.

7. FEDERAL FUNDING AND ACCOUNTABILITY AND TRANSPARENCY ACT--
REPORTING REQUIREMENTS

As a recipient of federal funding, Dauphin County shall provide to the Commonwealth the information specified in Exhibit "Q", Federal Funding Accountability and Transparency Act of 2006-Grantee Information, attached to and made part of this Agreement, to ensure that the

Commonwealth can meet the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006. As used in this exhibit, the term “Grantee” refers to Dauphin County.

8. EFFECTIVE DATE AND DURATION OF AGREEMENT

- (a) This Agreement will not be effective until executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

- (b) This Agreement shall remain in effect for three (3) state fiscal years, beginning with the state fiscal year in which it takes effect and continuing for the two (2) succeeding fiscal years. The MUNICIPALITY understands and agrees that it must proceed diligently to move the Project to completion. If no activity, “activity” consisting of the payment of at least one invoice from the MUNICIPALITY by the DEPARTMENT, occurs prior to the end of the third fiscal year, the Agreement shall terminate on June 30 of the third fiscal year. However, if any activity occurs prior to the end of the third fiscal year, the Agreement shall be automatically extended for a fourth fiscal year; and the MUNICIPALITY shall complete the Project by the end of that fourth fiscal year. If the MUNICIPALITY has not completed the Project by June 30 of that fourth fiscal year, the Agreement shall then automatically terminate, unless the MUNICIPALITY requests a time extension, providing detailed justification

therefore, and the DEPARTMENT, in its discretion, authorizes a time extension in writing.

- (c) If this Agreement is terminated in accordance with Subparagraph (b) above, the MUNICIPALITY must reimburse any federal funds provided pursuant to this Agreement, because the FHWA will not participate in any costs of a project that is not completed. Furthermore, the MUNICIPALITY must reimburse the DEPARTMENT for any costs incurred by or state funds made available by the DEPARTMENT for the Project, with the exception of state-funded design costs. Accordingly, the MUNICIPALITY shall reimburse the DEPARTMENT, within forty-five (45) days of receipt of a statement from the DEPARTMENT, in an amount equal to the sum of the following:

- (i) All FHWA funds received by the MUNICIPALITY for return to the FHWA;
- (ii) All FHWA funds paid to the DEPARTMENT for work performed under this Agreement for return to the FHWA;
- (iii) All costs incurred by the DEPARTMENT under this Agreement prior to the time of termination that the FHWA or the MUNICIPALITY has not already reimbursed; and
- (iv) All right-of-way acquisition, utility relocation and construction funds made available to the MUNICIPALITY under Act 235 of 1982 and (if applicable) Act 26 of 1991, both as amended. State funds for design

activities will not require reimbursement. If project development activities are subsequently reinitiated, which will require the parties' execution of a new agreement, the MUNICIPALITY should utilize the previous design work. The Department will not provide state funds to update design work from a previously terminated project.

- (d) If the MUNICIPALITY fails to reimburse the DEPARTMENT or the FHWA within the time period set forth in subparagraph (c) above, the MUNICIPALITY shall be in default pursuant to Paragraph 17 of this Agreement.

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

ATTEST:

MUNICIPALITY*

[Signature]
Title: _____ Date 12/21/11

BY [Signature]
Title: _____ Date 12/21/11

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

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

BY _____
for Chief Counsel Date

Preapproved Form:
OGC No. 18-K-3072
Approved OAG 02/18/10

BY _____
for Comptroller Operations Date

Contract No. 089633A, is split 80 %, expenditure amount of \$249,088.00 for federal funds and 15%, expenditure amount of \$45,204.00 for state funds. The related federal assistance program name and number is Federal Critical Bridge: 117. The state assistance program name and SAP fund is Bridge Replacement; BRPL.

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

PROJECT ESTIMATED COSTS

	Municipality- Incurred Costs	Commonwealth- Incurred Costs	Phase Totals
Preliminary			
Engineering	\$301,360.00	\$ _____	\$301,360.00
Final Design	\$ _____	\$ _____	\$ _____
Contract			
Development	\$ _____	\$5,000.00	\$5,000.00
Utilities	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____
SUBTOTALS	\$301,360.00	\$5,000.00	\$306,360.00

COST SHARING (Municipality-Incurred Costs)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 (____%) (If Applicable)	Phase Subtotals
Preliminary					
Engineering	\$245,088.00	\$45,204.00	\$15,065.00	\$ _____	\$305,357.00
Final Design	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTALS	\$245,088.00	\$45,204.00	\$15,065.00	\$ _____	\$305,357.00

COST SHARING (Commonwealth-Incurred Cost)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 (____%) (If Applicable)	Phase Subtotals
Preliminary					
Engineering	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Final Design	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Contract					
Development	\$4,000.00	\$750.00	\$250.00	\$ _____	\$5,000.00
Utilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTALS	\$4,000.00	\$750.00	\$250.00	\$ _____	\$5,000.00

TOTAL COST

Federal	State	Municipality	Total
(\$249,088.00)	(\$44,454.00)	(\$15,315.00)	(\$308,857.00)

COUNTY: Dauphin
MUNICIPALITY: South Hanover Township
PROJECT NAME: Duke Street Bridge over Swatara Creek

CONTRACTOR INTEGRITY PROVISIONS

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

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

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

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

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

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

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

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions

known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

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

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

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an

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

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.

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

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

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 grant, 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: Jeff Hunt

TITLE: Chairman

DATE: 12/21/2011

Contractor Responsibility Provisions

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, 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

**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.