

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9055

DATE 7-23-20

TITLE

RESOLUTION TO APPROVE A STATE HISTORIC PRESERVATION
OFFICE CERTIFIED LOCAL GOVERNMENT MASTER CONTRACT
BETWEEN THE CITY OF WILLIAMSPORT AND PENNSYLVANIA
HISTORICAL AND MUSEUM COMMISSION

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
WILLIAMSPORT, that the Mayor and City Controller are authorized to execute
PA SHPO Certified Local Government Master Contract Number: CLG2020_044
valid from January 1, 2020 through December 31, 2024.

Approved

James M. Frenk
City Clerk

Randy Allsen
President

CITY OF WILLIAMSPORT, PA
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MEMO

To: Mayor Slaughter and Members of City Council
From: Community Development
Date: July 16, 2020
Re: Certified Local Government Program - Master Grant Contracts

The Pennsylvania State Historic Preservation Office (SHPO) is implementing a new grant contract system for Certified Local Governments. The City is a CLG and is eligible to apply for grants and scholarships for projects and training that support City historic preservation programs. SHPO has sent the attached Master Grant Contract between the City and the Pennsylvania Historical and Museum Commission specifically for funding under the Certified Local Government (CLG) Grant Program. They explain that even though, at this time, the City has not applied for funding, all CLGs are being asked to sign a Master Contract that will be in place should any grants be awarded in the future. The Master Contract should allow submission of projects, grants, or scholarships and approvals without the lengthy process required for an entire intergovernmental agreement between the Commonwealth and the CLG. The agreement extends through December 31, 2024. The Master Contract's terms and conditions are substantially similar to the former project-specific CLG grants.

City acceptance of the Master Contract is necessary for submission of the attached Scholarship request for Historical Architectural Review Board Training.

If approved, the signed Contract will be submitted to the Harrisburg State Historic Preservation Office.

Mr. Lubin reviewed the Master Contract and FAQ sheet. He had no issues.



Certified Local Government Program

Master Grant Contracts

CLG Grant Program Master Grant Contracts

Certified Local Governments (CLGs) in Pennsylvania are eligible to apply for grants and scholarships through the CLG Grant Program for projects and training programs that support the community's historic preservation program. Through this program, multiple grants may be awarded per year with each grant award ranging from \$100 to \$25,000. To help facilitate the transfer of these grants and allow projects to begin quickly following the funding award, the Pennsylvania Historical and Museum Commission (PHMC) is implementing a new Master Grant Contract for the CLG Grant Program beginning in June 2020. While grant awards previously required the execution of a full grant agreement for each project, the master contract will allow PHMC to more easily award grants and scholarships of any amount to CLGs throughout the year. This will streamline the process by reducing the number of approvals required for each funding award.

How do Master Grant Contracts work?

All CLGs will be given a Master Grant Contract that, once executed, will be valid until December 31, 2024. The Master Contract is not for a specific project or dollar amount. Instead, the Master Contract sets up a system for the submission of projects, grants, or scholarships and their approval without requiring the reviews and approvals that are required for an entire intergovernmental agreement between the Commonwealth and the CLG. The Master Contract's terms and conditions are substantially similar to those of the older project-specific grants.

From time to time, the PA SHPO will accept applications for Project Grants (up to \$25,000), Mini Grants (up to \$5,000) and Scholarships (no maximum). Each funding round will have unique guidelines and application deadlines. If your community is awarded funds under any of these programs, the PA SHPO will issue a funding release form, workplan, and budget specific to that project and grant amount. Once this packet is reviewed and approved by PHMC Counsel and the Comptroller the project can proceed. This system will allow your community to have multiple grants open at one time and will eliminate the need to execute new contracts each time. Each grant will have its own scope, budget, and timeline.

How do we know what the approved scope of work, deliverables, and budget are for a funded project? Each grant award, whether it is for a large survey project or a small training scholarship will have a unique Funding Release number and a Workplan and Budget. The PA SHPO will provide the project contact person with a draft Workplan and Budget for review before it is processed and the project is authorized to begin.

Will we be able to change the scope or budget of an approved project?

Yes. Changes to the scope, deliverables, or budget can be made during the course of the project's work period by requesting those changes in writing. The PHMC will then amend the Workplan and Budget to reflect the approved changes.

What happens when the Master Contracts expire?

The initial grant contracts are backdated to January 1, 2020 and will be valid through December 31, 2024. Prior to the end date, CLGs will receive a new Master Contract that will begin on January 1, 2025 and will extend for an additional five (5) years.

**CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT
BETWEEN
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION
AND
CITY OF WILLIAMSPORT, LYCOMING COUNTY**

This agreement ("Agreement") is made and entered into by and between the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter "Commission") and the City of Williamsport, (hereinafter "Grantee," or "Contractor").

WHEREAS, the National Park Service, United States Department of the Interior ("National Park Service") pursuant to the National Historic Preservation Act, 54 U.S.C. § 302902, makes certain funds available to the Commonwealth for the identification, evaluation and protection of historic resources in Pennsylvania to be distributed as grants in a program administered by the Commission; and

WHEREAS, the Grantee is a Certified Local Government ("CLG") according to 54 U.S.C. § 302501 *et seq.*, effective as of 10/4/2019 and will submit projects that meet the requirements of the abovementioned guidelines during the term of the Agreement.

NOW, THEREFORE, the parties intending to be legally bound hereby, agree as follows:

I. **Term.** The term of the Agreement shall begin on January 1, 2020 and end on December 31, 2024, subject to its other provisions, and the availability of funds, unless terminated earlier by either party in accordance with the termination provisions of this Agreement. This Agreement shall not become legally binding and effective until all signatories, including those signing their approvals for form and legality, have signed the Agreement and the Commonwealth provides a fully signed copy to the Grantee. The effective date shall be the date the last signing party has affixed their signature.

II. **Amount of the Contract.** Subject to the terms of this Agreement, the Commission upon issuance of a Funding Release Form will make funds appropriated available to the Grantee, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Commission, and which is incorporated herein by reference. All Funding Release Forms issued by the Commission are incorporated by reference and examples of forms are attached and incorporated at Exhibit A.

III. **Responsibilities of the Parties.**

1. **Responsibilities of the Certified Local Government.**

A. **Grant Project.** A Grantee may submit multiple grant projects per year according to CLG grant policy. These grant projects will then become part

of and referenced within each Funding Release Form.

- B. **Project Description.** The Grantee shall use the grant award amount in accordance with each project description and budget.
- C. **Project Budget.** The Grantee's receipt of the executed Funding Release Form authorizes the Grantee to incur costs in accordance with the Funding Release Form.
- D. **Submission of Invoices.** Grantee shall use Commission-provided templates and submit them in accordance with procedures provided by the Commission.
- E. **Pennsylvania Electronic Payment Program**
 - 1. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of grant award, the Grantee must submit or must have already submitted their ACH information to the Commonwealth Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower, 6th floor, 303 Walnut Street, Harrisburg PA 17101-1830.
 - 2. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania ACH remittance advice to enable the Grantee to properly apply the Grantor's payment to the respective invoice or program.
 - 3. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - 4. The Grantee may access the ACH enrollment form and electronic addenda at <https://www.budget.pa.gov/Services/ForVendors/Documents/vdmu-pepp-form-new.pdf>
 - 5. The Grantee shall maintain an account in an FDIC maintained institution for the deposit of funds, identifiable to the Grantor by an account number and Grantee name and referenced in the Project description.
- F. **Reports.** The Grantee shall promptly submit to the Commission quarterly status reports and such other reports as the Commission may request and shall permit periodic reviews and inspections by the Commission or the National Park Service to insure work progress in accordance with the project description.
- G. **Guidelines.** The Grantee agrees to abide by all guidelines and regulation issued by the Commission and the National Park Service applicable to this program, including but not limited to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*;

regulations in 2 C.F.R. § 200 *et seq.*; "FY 2020 Certified Local Government Grant Application" (found at <https://www.phmc.pa.gov/Preservation/Grants-Funding/Pages/Certified-Local-Government.aspx>).

H. **Record Retention.** The Grantee shall maintain and preserve all records related to this Agreement. The Grantee shall give full and free access to all its records to the Commonwealth and/or their authorized representatives, including but not limited to, the Commission, the Auditor General, the Inspector General, or federal auditors. The Commission reserves the right to perform audits, site visits and conduct progress reviews. The Grantee shall preserve, maintain, and make available for inspection its records for a period of three (3) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute.

2. Responsibility of the Commission.

A. **Commission Approval.** The Commission will approve or disapprove project requests and issue Funding Release Forms for approved projects. The Funding Release Form shall be reviewed by the Commission and, if acceptable, approved and signed by the Executive Director, the Grantor's Office of Chief Counsel, and Comptroller Operations certifying the availability of funds.

B. **Federal Funding.** The Commission shall transfer only those funds it receives from the Federal Government. In the event that the Federal Government does not provide funding for the purposes of the CLG grant program to the Commission for any reason, the Commission will not be obligated to transfer funds to the Grantee.

C. **Reimbursement.** The Commission shall reimburse the Grantee after the Grantee submits their invoices and source documentation. The Commission shall only reimburse limited to those costs set forth in the Funding Release Form. The Grantee must demonstrate full compliance with, and satisfactory progress toward, completion of the work as specified in the project description. Then, and only then, after receiving satisfactory documentation of costs and expenditures will the Commission make reimbursement pursuant to all laws, rules, and regulations including the CLG Guidelines and Instructions.

IV. Other Applicable Provisions

1. **Assumption of Legal Responsibility.** The Grantee shall assume sole legal responsibility for any claims for damages asserted against the Commonwealth of Pennsylvania, the Commission, or any employees or agents thereof, resulting from the negligence or willful actions of the Grantee involving copyright infringements, violation of personal privacy, misappropriation of ideas or rights and literary piracy

or plagiarism, excepting claims arising from matters with respect to which the Grantee has advised the Commission in writing of the legal issues involved and the Commission, at its specific appraisal in writing, has assumed the risks thereof. The assumption of legal responsibility by the Grantee shall not limit the assertion of defenses on the part of the Commonwealth of Pennsylvania, the Commission and employees thereof, and the costs of such assertion. The Grantee will give the Commission prompt notice of any claims brought to its attention and the Commission may control the defense or settlement thereof. However, the Commonwealth of Pennsylvania reserves the right for itself, the Commission, or the employees thereof, to participate in the defense of any claims through the Attorney General at its own expense.

2. **Home Rule.** If the Grantee has a home rule charter promulgated under the laws of the Commonwealth, this agreement shall not be considered a waiver of any of the Grantee's rights or defenses it may have under such charter.
3. **Federal Funding Accountability and Transparency Act Provisions.** The Grantee shall maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which the Grantee has active Federal awards funded pursuant to this contract. A Dun and Bradstreet Data Universal Numbering Systems (DUNS) number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration. The Grantee must provide its assigned DUNS number to the Commonwealth with its Project application. The Grantee agrees to provide additional information in conformance with the Federal Funding Accountability and Transparency Act if they become applicable.
4. **Termination.** The Commission reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Grantee, for non-availability of funds; nonperformance; inadequate performance; or noncompliance with the project description, the terms and conditions of this grant, or the terms and conditions contained in any other grant with the Commonwealth of Pennsylvania or the United States of America. The Commonwealth shall have the right to terminate the Agreement for its convenience if the Commonwealth determines termination to be in its best interest.
5. **No Grant Funds Will Be Used Against the Commonwealth.** No funding awarded to Grantee under this Agreement shall be used in any action against the Commonwealth or the Commission.
6. **Ineligible Costs.** The Grantee shall repay to the Commission the entire grant award amount if the terms and conditions of this Agreement or any applicable laws or regulations are violated, or costs are claimed that are determined to be ineligible. Allowable costs are only those approved in the budget and in accordance with the Grant Award. All other costs are unallowable, unless approved in writing by the Commission

- 7. Equipment.** The Commission reserves the right to make the final determination on the title to equipment or fixed assets purchased or fabricated with Commission grant funds.
- 8. Amendments.** While modifications to the project, its personnel, or budget may be agreed to by the Commission's agent and the Grantee, any modifications, alterations, changes or waiver to the terms, conditions, requirements, or cost (increases/decreases) must be accomplished by a written instrument signed by both parties.
- 9. Lobbying.** The Commonwealth of Pennsylvania prohibits the use of grant funds for lobbying activities.
- 10. Standard Terms and Conditions.** The Grantee agrees to be bound by the standard Commonwealth Terms and Conditions in Exhibit B.
- 11. Proposal as a Public Record.** A proposal that results in a Commission grant becomes part of the record of the transaction and will be available to the public. A proposal that does not result in a Commission grant will be retained by the Commission and may also be available to the public.
- 13. Waiver.** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any provisions hereon.
- 14. Assignment.** The Grantee shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Commission. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. No Agency.** The Grantee is not an agent, employee or representative of the Commission or the Commonwealth, nor will the Grantee represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create a relationship of employer and employee, principal and agent, or joint venture among the Commonwealth, Commission and the Grantee.
- 16. Third-Party Beneficiaries.** Nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third-party.
- 17. Survival.** The terms and conditions of this Agreement that by their nature are reasonably intended by the parties to survive termination shall survive the expiration or termination of this Agreement.
- 18. 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. The Grantee 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. The Grantee 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.

19. Assurances. If reasonably requested by one party, the other party shall execute and deliver such other documents and take such other action as may be necessary to affect the terms of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together shall constitute one and the same instrument.

21. Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent that such prohibition and the validity and enforceability of all the remaining provisions shall not be affected.

22. Integration. This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this 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 this Agreement.

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Exhibit A Funding Release Form Example

Date	
Grantee Name	
Vendor Number	
Contract Number	
Funding Release Form Number	
Total Prior Funding Released	
Current Funding Release Amount	
Period of Performance	
Total Amount of all funding available under the Contract including the Current funding release amount	

Coding Information Totaling Current Funding Release Amount

The Pennsylvania Historical and Museum Commission hereby makes available to the Grantee the current funding release amount specified above, subject to the condition that it shall be used by the grantee to carry out the activities specified in the Work Plan and Budget attached hereto and incorporated herein.

Commonwealth of Pennsylvania
through the Pennsylvania
Historical and Museum
Commission, State Historic
Preservation Office

BY: _____ Date: _____
Executive Director
Pennsylvania Historical and Museum Commission

Approved as to Form and Legality:

BY: _____ Date: _____
Office of Chief Counsel
Pennsylvania Historical and Museum Commission

Approved as to appropriateness and availability of funds:

BY: _____ Date: _____
Comptroller
Commonwealth of Pennsylvania

Exhibit B

Commonwealth Terms and Conditions

1. COMMONWEALTH HELD HARMLESS

a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

2. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

3. 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.

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

1) **"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.

2) **“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.

3) **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.

4) **“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.

5) **“Financial Interest”** means either:

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

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

6) **“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.

7) **“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.

b. 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 or procurement 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 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.

3) 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.

4) 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.

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

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

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

c) had any business license or professional license suspended or revoked;

d) 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

e) 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 if 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.

6) 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)*.

7) 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.

8) 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.

9) 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.

10) 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.

4. 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.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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

5. AMERICANS WITH DISABILITIES ACT

a. 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 it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition

of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

6. APPLICABLE LAW

This Contract 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. The 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. The 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.

7. 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.

8. OFFSET PROVISION

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

9. Minimum Wage Provision:

a. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

b. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate

shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

1. exempt from the minimum wage under the Minimum Wage Act of 1968;
2. covered by a collective bargaining agreement;
3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
4. required to be paid a higher wage under any state or local policy or ordinance.

d. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

e. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

g. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

Certified Local Government Grant Program

VENDOR INFORMATION SHEET

The following information is used to process payments from the Commonwealth of Pennsylvania to Certified Local Governments (CLGs) under the CLG Grant Program. The Commonwealth process payments to grantees using the Automated Clearing House (ACH). All CLGs must be registered with and have a Vendor ID number issued by the Commonwealth Central Vendor Unit. Most municipalities will already be registered with the Commonwealth and have a Vendor ID that can be used to transfer grant payments under the CLG grant program.

- If your community has a Vendor ID number please list that below. Please be sure to include the mailing address that is associated with the Vendor ID as it has been registered with the Commonwealth, including P.O. boxes
- If you do not have a Vendor ID number you may register for a number here: <https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx>. After you have received the number, please include it on the form below.

Municipality/Grantee Name	City of Williamsport, PA
Mailing Address	245 West Fourth Street
City, State, Zip	Williamsport, PA 17701
Contact Person Name	
Contact Email	
Contact Phone	
Vendor ID	

Please return this information sheet with the CLG Master Grant Contract