

**REQUEST FOR PROPOSALS  
TO PROVIDE  
THE COMMONWEALTH FINANCING AUTHORITY  
WITH AUDITING SERVICES**

**ISSUED BY  
THE COMMONWEALTH OF PENNSYLVANIA  
THE COMMONWEALTH FINANCING AUTHORITY**

Issuing Office: The Commonwealth Financing Authority  
Commonwealth Keystone Building  
400 North Street  
4<sup>th</sup> Floor  
Harrisburg, Pennsylvania 17120

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### PART I GENERAL INFORMATION FOR CONTRACTORS

A. PURPOSE. This request for proposal (RFP) provides interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the Commonwealth Financing Authority ("CFA") to provide the CFA with auditing services for the next five years.

B. ISSUING OFFICE. This RFP is issued for the Commonwealth of Pennsylvania by the CFA ("Issuing Office"). The Issuing Office is the sole point of contact for this RFP. All communications concerning this RFP must be directed in writing to:

Scott D. Dunkelberger, Executive Director  
Commonwealth Financing Authority  
Commonwealth Keystone Building  
400 North Street  
4<sup>th</sup> Floor  
Harrisburg, PA 17120

C. SCOPE. This RFP contains instructions governing the proposals to be submitted and the material to be included therein, including:

- a description of the services to be provided;
- requirements which must be met to be eligible for consideration.

D. PROBLEM STATEMENT. CFA is soliciting proposals for firms interested in providing auditing services to CFA. CFA was created in 2004 to stimulate economic development and increase employment in the Commonwealth. CFA provides low-interest, long-term loans, loan

guarantees, and grants to for-profit and not-for-profit entities to engage in economic development projects.

E. TYPE OF CONTRACT. It is proposed that if a contract is entered into as a result of this RFP, it will be a firm, fixed-price contract. Negotiations may be undertaken with contractors whose proposals, price and other factors show them to be qualified, responsible and capable of performing the work. The selected contractor will be expected to enter into a standard contract similar to that presented in Appendix I and the selected contractor will be subject to the specifications and requirements set forth in this package.

F. REJECTION OF PROPOSALS. CFA reserves the right to reject any and all proposals received as a result of this request or to negotiate separately with competing contractors.

G. INCURRING COSTS. CFA is not liable for any cost incurred by contractors prior to issuance of a contract.

H. AMENDMENT TO THE RFP. If it becomes necessary to revise any part of this RFP, an amendment will be issued to all contractors who received the basic RFP.

I. RESPONSE DATE. To be considered, proposals must arrive at the Issuing Office on or before December 15, 2010. Contractors mailing proposals should allow sufficient mail delivery time to insure timely receipt of the proposal. The proposal shall be enclosed and sealed in an envelope which is clearly marked "**Proposal for CFA AUDITING RFP**". It is the responsibility of each contractor to ensure that its proposal is received at the Issuing Office prior to the date and time specified in the cover letter to this RFP, regardless of medium used. In the event that, due to inclement weather, natural disaster, or other cause, the Commonwealth offices are officially closed on the date the proposals are due, the deadline for submission shall be automatically postponed until the next Commonwealth business day, unless the contractors are otherwise notified by the CFA. The time for submission of proposals shall remain the same.

J. PROPOSALS. To be considered, contractors must submit a complete response to this RFP, using the format provided in Part II. Ten (10) copies of each proposal must be submitted to the Issuing Office. No other distribution of proposals will be made by the contractor. Proposals must be signed, in ink, by an official authorized to bind the contractor to its provisions. For this RFP, the proposal must remain valid for at least sixty days. Moreover, the contents of the proposal of the successful respondent will become contractual obligations if a contract is entered into.

K. INFORMATION CONCERNING DISADVANTAGED BUSINESS. The Commonwealth encourages participation by Small Disadvantaged Businesses as prime contractors, joint ventures, and subcontractors/suppliers, and by Socially Disadvantaged Businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social

disadvantages. The term includes: 1) Department of General Services Bureau of Minority & Women Business Opportunities (BMWBO)-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) that qualify as small businesses, and 2) United States Small Business Administration (SBA)-certified Small Disadvantaged Businesses (SDBs) or 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members or minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged”, the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin, or gender.

Questions regarding this Program can be directed to:

Department of General Services  
Bureau of Minority & Women Business Opportunities  
Room 611, North Office Building  
Harrisburg, PA 17125  
[gs-bmwbo@state.pa.us](mailto:gs-bmwbo@state.pa.us)  
Phone: (717) 787-6708  
FAX: (717) 772-0021

Program information and a database of BMWBO-certified minority- and women-owned businesses can be accessed at [www.dgs.state.pa.us](http://www.dgs.state.pa.us), Keyword: BMWBO. The federal vendor database can be accessed at [www.ccr.gov](http://www.ccr.gov) by clicking on Dynamic Small Business Search (certified companies are so indicated).

L. ORAL PRESENTATION. Contractors who submit proposals may be required to make an oral presentation of their proposal to CFA. Such presentations provide an opportunity for the contractor to clarify the proposal to insure thorough mutual understanding. The Issuing Office will schedule these presentations.

M. ECONOMY OF PREPARATION. Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of this RFP.

N. CONTRACTOR RESPONSIBILITIES. The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not the selected

contractor provides those services or subcontracts them. Further, CFA will consider the selected contractor to be the sole point of contact with regard to contractual matters. CFA reserves the right to approve any and all subcontracts.

O. DISCLOSURE OF PROPOSAL CONTENTS. Proposals will be held in confidence and, except for the selected proposal, will not be revealed or discussed with competitors. All other material submitted with the proposal becomes the property of the CFA and may be returned only at the CFA's option. Proposals submitted to the CFA may be reviewed and evaluated by any person other than competing contractors at the discretion of the CFA. The CFA has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

P. STANDARD CONTRACT. The selected contractor will be expected to enter into a written contract similar to the sample contract attached to this RFP as Appendix I.

Q. NEWS RELEASES. News releases pertaining to this project may not be made by the selected contractor without prior CFA approval, and then only in coordination with the Issuing Office.

R. DEBRIEFING CONFERENCE. Contractors whose proposals are not selected will be notified of the name of the selected contractor and will be given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing.

S. PERIOD OF CONTRACT. The contract will be entered into as soon after the final selection as feasible, subject to the availability of funds, and will operate for three years from that date. CFA retains the right to extend the completion date if necessary for the successful completion of work, without any increase in contract price. Additionally, at the discretion of CFA, the contract awarded as a result of this RFP may be extended for an additional period or periods of time not to exceed two years, if the services being rendered are judged to be exceptionally effective and of benefit to the Commonwealth. Conversely, CFA may choose to terminate the contractual arrangement upon 30 days notice if, in CFA's opinion, the services being provided are not adequate, are not of benefit to the Commonwealth, or are no longer needed.

T. EXPENSES. The proposed cost of the contractor should include all travel and miscellaneous expenses.

U. PAYMENT. On or before September 30<sup>th</sup> of each year, the successful contractor shall submit the yearly CFA audit and invoice for payment of the professional fee. CFA shall pay the yearly professional fee, upon CFA's receipt and approval of the yearly CFA audit.

V. QUESTIONS. In order to allow sufficient time for the Issuing Office to respond to questions concerning the contents of the proposal, such questions must be submitted to the Issuing Office in writing on or before November 15, 2010.

W. COST DATA. All cost data for the proposal shall be submitted in a separate sealed envelope within the sealed proposal and kept separate from the technical proposal. Failure to meet this requirement will result in automatic disqualification of the proposal. The successful contractor will be required to provide the specified services at the prices quoted in its proposal.

X. CONTRACTOR'S REPRESENTATION AND AUTHORIZATION. Each contractor by submitting its proposal understands, represents and acknowledges that:

1. The contractor understands and acknowledges that all information provided by, and representations made by, the contractor in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under Section 4904 of Title 18 P.C.S.A.
2. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor or potential contractor.
3. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a contractor or potential contractor, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
5. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
6. To the best knowledge of the person signing the proposal for the contractor, the contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the contractor in its proposal.
7. To the best of the knowledge of the person signing the proposal for the contractor and except as otherwise disclosed by the contractor in its proposal, the contractor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the contractor that is owed to the Commonwealth.

8. The contractor is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the contractor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.

9. The contractor has not, under separate contract with the Issuing Office made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.

10. Each contractor, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commonwealth information related to liabilities to the Commonwealth including, but not limited to taxes, unemployment compensation, and workers' compensation liabilities.

Y. RFP PROTEST PROCEDURE.

1. Any offeror or prospective offeror who is aggrieved in connection with the RFP or award of the contract solicitation or award of a contract may file a protest as provided in the Procurement Code, Act 57 of 1998, 62 PaCSA Section 1711.1.

**PART II**  
**INFORMATION REQUIRED FROM CONTRACTORS**

Contractor proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the listed categories, should be provided as an appendix to the proposal.

- A. **STATEMENT OF THE PROBLEM.** State in succinct terms the services which are required by this RFP.
- B. **MANAGEMENT SUMMARY.** Include a narrative description of the proposed effort and a list of the services to be provided.
- C. **WORK PLAN.** Describe in narrative form the technical plan for accomplishing the work.
- D. **PRIOR EXPERIENCE AND PERSONNEL.** State how long you have been in business. Explain the level of experience you have in providing services similar to those requested in this RFP. Cite similar projects, identifying the type of customer (name optional), the city address, and a brief description of the contract and results. Provide three specific references for which you have completed similar work which the Issuing Office may contact. List the names of the actual people who will be working on the Issuing Office project along with a brief biographical sketch for each person, including their educational background. Explain the level of experience each person who will be working on the Issuing Office project has in providing services similar to those requested in this RFP. Identify the person(s) responsible for managing the project. Provide a brief description of your organization, its structure (organization chart where appropriate), and annual report as appropriate.
- E. **DISADVANTAGED BUSINESSES INFORMATION.** To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business, entering into a joint venture agreement with a Small Disadvantaged Business, or subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a company must include proof of Disadvantaged Business qualification in the Disadvantaged Business submittal of the proposal:
- a) Small Disadvantaged Businesses qualifying as a result of MBE/WBE certification from BMWBO must provide a photocopy of their BMWBO certificate.
  - b) Disadvantaged Businesses qualifying as a result of certification from the U.S. Small Business Administration as an 8(a) or Small Disadvantaged Business must submit proof of Small Business Administration Certification. The owners of such businesses must also submit proof of United States citizenship.
  - c) All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or Small Business Administration certification as an 8(a) or



Small Disadvantaged Business, must attest to the fact that the business has 100 or fewer employees.

d) All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or Small Business Administration certification as an 8(a) or Small Disadvantaged Business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.

All companies claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin, or gender. The submitted evidence of prejudice or bias must:

- a) Be rooted in treatment which the business person has experienced in American society, not in other countries.
- b) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- c) Indicate that the businessperson's experience with the racial or ethnic prejudice or cultural bias has negatively impacted on his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the contractor has established that a business is socially disadvantaged by clear and convincing evidence.

In addition to these verifications, this portion of the proposal should include the following information:

- The name and telephone number of your project (contact) person for the Small Disadvantaged Business(es) or Socially Disadvantaged Business.
- The company name, address, telephone number of the prime contact person for each **specific** Small Disadvantaged Business or Socially Disadvantaged Business included in the proposal. The contractor must specify the Small Disadvantaged Business(es) or Socially Disadvantaged Business to which it is making commitments. The contractor will not receive credit by stating it will find a Small Disadvantaged Business or Socially Disadvantaged Business after the contract is awarded or by listing several companies and stating it will select one later.
- The specific work, goods, or services the Small Disadvantaged Business(es) or Socially Disadvantaged Business will perform or provide.

- The location where the Small Disadvantaged Business(es) or Socially Disadvantaged Business will perform these services.
- The timeframe for the Small Disadvantaged Business(es) or Socially Disadvantaged Business to provide or deliver the goods or services.
- The amount of capital, if any, the Small Disadvantaged Business(es) or Socially Disadvantaged Business will be expected to provide.
- The form and amount of compensation each Small Disadvantaged Business or Socially Disadvantaged Business will receive. In the Disadvantaged Business submittal of the proposal, provide the estimated dollar value of the contract to each Small Disadvantaged Business or Socially Disadvantaged Business.
- The percent of the total value of services or products purchased/subcontracted under the proposal that will be provided by the Small Disadvantaged Business(es) or Socially Disadvantaged Business.
- In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be included in the Disadvantaged Business portion of the proposal. If subcontracting, a signed subcontract or letter of intent must be included in the Disadvantaged Business portion of the proposal.
- Include in the Disadvantaged Business Submittal any and all information concerning the contractor's proposed utilization of small businesses located in *Designated Enterprise Zones* as required by Section II-9, Enterprise Zone Small Business Utilization Response.

The Disadvantaged Business submittal of the proposal must be clearly identified as Disadvantaged Business information and sealed in an envelope separately from the remainder of the proposal. Only one copy of the Disadvantaged Business section is needed.

The dollar value of the commitment to each Small Disadvantaged Business or Socially Disadvantaged Business must be sealed in the same envelope with the Disadvantaged Business submittal of the proposal. **The selected contractor's Disadvantaged Business commitment amount, name of the Disadvantaged Business, services to be provided including timeframe for performing services will be included as a contractual obligation when the contract is executed.**

Contractors may submit, within the same proposal envelope, alternate proposals for differing utilization of Small Disadvantaged Businesses or Socially Disadvantaged Businesses. For example, a proposal may be submitted by prime contractor with a Small Disadvantaged Business as a subcontractor while an alternate proposal may be submitted by the Small Disadvantaged Business as the prime contractor. If an alternate proposal is offered, it must include separately sealed Technical, Price, and Disadvantaged Business submittals for the alternate. The alternate proposal will be scored separately. Only the higher-scored proposal

(prime proposal or alternate proposal) will be eligible for participation for Best and Final Offers.

F: COST AND PRICE ANALYSIS. The information requested in this section is required to support the reasonableness of the quoted price and is for internal CFA use only. THIS PORTION OF THE PROPOSAL MUST BE BOUND AND SEALED SEPARATELY FROM THE REMAINDER OF THE PROPOSAL. Further, this separate package must be marked "COST AND PRICE ANALYSIS." This portion of the proposal will not be opened until the review and rating of the other sections of the proposal is completed. INTERESTED RESPONDENTS FAILING TO SUBMIT THIS SECTION IN A SEPARATE SEALED PACKAGE WILL BE DISQUALIFIED FROM FURTHER REVIEW.

To be considered, the fee for consulting services for all items in Part IV of the RFP must be proposed on a single yearly professional fee. The professional fee shall cover all costs of producing the audit, including the contractor's attendance at the CFA board meetings. The professional fees should be presented in the format listed below.

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
Yearly Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The professional fee for each year must include all costs, such as: direct labor costs, labor overhead, cost of supplies and materials, expenses incurred for transportation and lodging in connection with performance of the duties, and expected profit.

The cost and price analysis must be submitted in ten (10) copies to the Issuing Office.

**PART III  
CRITERIA FOR SELECTION**

A. All proposals received from contractors will be reviewed and evaluated by the CFA. Prior to the final selection, CFA may conduct discussions with contractors for the purpose of obtaining best and final offers.

B. The following areas of consideration will be used in making the selection:

1. **UNDERSTANDING THE PROBLEM.** This refers to the contractor's understanding of CFA's needs that generated the RFP, of CFA's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.

2. **CONTRACTOR QUALIFICATIONS.** This refers to the ability of the contractor to meet the terms of the RFP, especially the time constraints and the quality, relevancy, and recency of studies and projects completed by the contractor. This also includes the contractor's financial ability to undertake a project of this size.

3. **PROFESSIONAL PERSONNEL.** This refers to the competency of professional personnel who would be assigned to the job by the contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience in providing financial advisory services.

4. **SOUNDNESS OF APPROACH.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet CFA objectives.

5. **DISADVANTAGED BUSINESS PARTICIPATION.** Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses.

6. **COST.** This area will be a significant but not deciding factor in the selection process.

## PART IV WORK STATEMENT

**A. Objectives.** The Commonwealth Financing Authority desires an independent audit of its financial records in order to discharge its fiduciary responsibilities to the public thereby assuring that the financial accounts are properly administered and that the system of internal control is adequate to safeguard the assets of the Authority.

**B. Nature and Scope of the Project.** The successful contractor shall conduct a full-scope financial audit that will encompass the financial reports and records of the CFA for the fiscal years ending June 30, 2011 through 2015. The successful contractor must conduct the examination in accordance with *Government Auditing Standards* published by the Comptroller General of the United States.

The auditor's report must include an opinion as to the fair presentation of the financial position of the CFA for the fiscal years ending June 30, 2011 through 2015 in conformity with generally accepted accounting principles. Such generally accepted accounting principles shall include the Governmental Accounting Standard Board (GASB) statements. In the event accounting structure standards may change significantly, the contract may be terminated or renegotiated by mutual agreement.

The CFA also requires a management report to accompany the audit. The management report should contain recommendations to CFA designed to help CFA make improvements and achieve operational efficiencies with regard to CFA's internal control structure and its operation. The audit and management report should be completed no later than September 30<sup>th</sup>.

**C. Description and Requirements.**

1. The CFA has issued publicly traded bonds from time to time in the past to finance part of its program and may do so in the future. Accordingly, the CFA's auditor will be required to examine the records of the CFA's bond trustee (currently TD Bank) and must agree that the CFA may use its report in the context of a public offering or private placement of CFA bonds. In accordance with existing Trust Indentures, and future supplements to the Indenture (hereinafter collectively referred to as the "Indenture") and Commonwealth requirements, the successful contractor will be required to perform the audit, except to the extent that such contractor identifies in its response to this RFP its reasoning that providing such services is inconsistent with its status as an independent accountant.

The Commonwealth Financing Authority is responsible for the investment of the bond proceeds and monies it may receive from Commonwealth appropriations, fees, returns on investments and any other funds managed by the CFA. The CFA is responsible for administration of the following thirteen separate financing programs: Business in Our Sites, PennWorks, First Industries Fund, Second Stage Loan Program, Tax Increment Financing Guarantee Program, Venture Capital Investment Program, Venture Guarantee Program, Building PA, H2O Program, Solar Energy, Renewable Energy, Alternative and Clean Energy and High Performance Building Program. The programs provide grants, loans, loan guarantees, and direct equity investments for

various organizations that will achieve the economic development objectives of the CFA.

2. A seven-member board administers the Commonwealth Financing Authority. Act 22 of 2004 as amended and the CFA's policies govern their operations. An independent auditor has never audited CFA's financial records.

3. CFA Systems.

a) Accounting System. The Labor, Education and Community Services Comptrollers Office (LECS) records transactions for the PennWorks Program on a modified accrual basis. The LECS utilizes the Commonwealth's SAP accounting system. The LECS makes accrual entries monthly and as of June 30.

b) TD Bank records loan repayments and other related transactions for the Authority's loan programs. Repayments on investments made under the loan programs are deposited with PA Treasury for investment purposes.

c) Trustee, Bond Registrar, and Paying Agent Services. CFA utilizes the services of TD Bank for trustee and paying agent services.

4. Physical Location of Records. The following records are available from various offices in Pennsylvania.

1. Financial statements and accounting records;
2. Reports produced by TD Bank's trust accounting system;
3. Reports produced by TD Bank's loan accounting system;
4. Quarterly reports produced by the investment fund managers;
5. Administrative files;
6. CFA board meeting minutes; and
7. The CFA Trust Indenture.

5. CFA Staff Assistance. The CFA has designated staff persons to make records and files available to the successful contractor; to coordinate the activities of the successful contractor; and to ensure the satisfactory and timely performance of the successful contractor. CFA staff will not be available to prepare preliminary schedules or work papers, except as provided above. All CFA information is available upon the request of the successful contractor. CFA will provide a work area for the successful contractor during normal work hours (7:30 a.m. to 5:00 p.m.) and provide the successful contractor with access to a copier for the photocopying of documents in reasonable amounts.

6. Both the Office of General Counsel and private outside counsel provide legal

services to the CFA.

**D. Tasks.** The successful contractor shall perform all tasks that are normally included in the examination of financial records made in accordance with *Government Auditing Standards*. The successful auditor must also be available during the course of the year to respond to questions as they arise from the CFA and from the Office of the Budget.

**E. Reports.** The contractor will be required to complete each audit no later than September 30 of the year following the close of the fiscal year to be audited, unless the deadline is mutually waived by the CFA and the contractor. The contractor will also be required to present the audit report to the CFA within thirty (45) days after completion of the audit.

**F. Working Papers.** It will be necessary for the contractor to permit authorized personnel from the Offices under the Governor's Jurisdiction and the Auditor General's Office, or designees of those offices, to examine audit work papers should those offices perform an audit of the CFA.

## APPENDIX I



Contract #: «MENumber»

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY  
CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Authority"), and «ContractorCAPS», with an address at «Street», «City», «State» «Zipcode» (the "Consultant").

**BACKGROUND**

Section 1513(a)(6) of the Act of April 1, 2004 (P.L. \_\_\_\_, No. 22)(64 Pa.C.S.A. §1501 et. seq.) authorizes the Authority to retain attorneys, accountants, auditors and financial experts, to render services and engage the services of other advisors, consultants and agents as necessary; and

The Authority issued a request for proposal ("RFP") seeking the services of a consultant to provide \_\_\_\_\_, which RFP is incorporated herein by reference thereto; and

The Consultant submitted a proposal in response to the RFP (the "Proposal"), which Proposal is incorporated herein by reference thereto; and

The Authority has determined that the Consultant possesses the specialized professional skills necessary to perform the services contained in the RFP; and

The Consultant has agreed to perform the services and the Authority now desires to enter into this Contract with the Consultant to engage it to perform the services as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
EFFECTIVE DATES**

1. The term of this Contract shall commence on the Effective Date (as defined below) and shall end on «EndDate», subject to the other provisions of this Contract.
2. The Effective Date shall be fixed by the Authority's Project Coordinator after this Contract has been fully executed by the Consultant and by the Commonwealth, all approvals required by Commonwealth contracting procedures have been obtained, and this Contract has been sent to the Consultant.
3. The Authority's Project Coordinator shall issue a written Notice to Proceed to the Consultant directing the Consultant to start performance on a date which is on or after the Effective Date. The Consultant shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Consultant for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract.

**ARTICLE II  
SCOPE OF WORK**

1. The Consultant, under the direction and in close coordination with the Authority, hereby agrees to provide professional services as described in the Consultant's Proposal, a summary of which is attached hereto as Appendix A, and the Budget, which is attached hereto as Appendix B, both of which are incorporated herein and made a part hereof.
2. The Authority hereby agrees that members of its staff will cooperate with the Consultant in the performance of its services under this Contract and will be available for consultation with the Consultant at such reasonable periods of time as not to conflict with their other responsibilities.

**ARTICLE III  
PROJECT COORDINATORS**

1. The Authority's Project Coordinator and proper address is: «DeptContact», «DeptContactAddress».
2. The Consultant's Project Coordinator and proper address is: «ContractorFirstName» «ContractorLastName», «ContractorSmall», «Street», «City», «State» «Zipcode».

**ARTICLE IV  
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Consultant are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Authority and Consultant.

**ARTICLE V  
CONSULTANT'S COMPENSATION AND PAYMENT PROCEDURES**

1. Subject to the terms of this Contract, the Authority hereby makes available to the Consultant, out of funds of the Authority, the sum of «AmountSpelledOut» («AmountInParens») or such portion thereof as may be required by the Consultant and authorized by the Authority, subject to the condition that it shall be used by the Consultant to carry out the activities described in the Proposal and the Budget.

2. The Authority agrees to pay the Consultant for services rendered pursuant to this Contract as follows:

(a) Subject to the availability of state and/or federal funds and other terms and conditions of this Contract, the Authority will reimburse the Consultant in accordance with the Budget. No other disbursement shall be made.

(b) The Consultant may be reimbursed for the costs incurred in providing the services described in this Contract up to the total amount available under this Contract. All such costs, including services contributed by the Consultant or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(c) The services specified herein generally shall be performed in the Consultant's offices or in the field and in such other space as may be furnished without charge by the Authority, and the Consultant agrees not to include any charge for such additional space in the schedule of compensation.

(d) Under no circumstances shall the Commonwealth or the Authority be liable for any expenditure exceeding the amount stated in this Contract or amendments hereto.

(e) Payments shall be made on invoice forms, in accordance with instructions provided by the Authority.

(f) Payments under this Contract shall be conditioned upon the completion of any Special Conditions set forth in Appendix C or otherwise incorporated into this Contract.

(g) The Authority shall have the right to disapprove any expenditure made by the Consultant which is not in accordance with the terms of this Contract and the Authority may adjust payment to the Consultant accordingly.

(h) The Authority shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (i) the date on which payment is due under the terms of this Contract; (ii) thirty (30) days after a proper invoice actually is received at the Authority's Project Coordinator's address (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (iii) the payment date specified on the invoice if later than the dates established by (i) and (ii) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in this Contract. If any payment is not made within forty five (45) days after the required payment date, the Authority may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Consultant as acceptance of the service performed by the Consultant. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Consultant agrees that the Authority may set off the amount of any state tax liability or other obligation of the Consultant or its subsidiaries to the Commonwealth against any payments due the Consultant under any contract with the Commonwealth.

(i) The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

**ARTICLE VI  
INTEREST OF PARTIES AND OTHERS**

1. No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the proceeds thereof.

2. The Consultant covenants that the Consultant (including directors, officers, members and employees of the Consultant) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that no person having any such interest shall be employed in the performance of services for this Contract.

**ARTICLE VII  
ASSURANCES AND COMPLIANCE REQUIREMENTS**

1. **Covenant Against Contingent Fees.** The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion to deduct from this Contract the price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

2. **Hold Harmless Provisions.** The Consultant shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Consultant and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

3. **Required Insurance and Payroll Deductions.**

(a) The Consultant shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for

workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Contract.

(b) The Consultant will provide professional liability insurance, insuring as they may appear, the interest of all parties to this Contract against any and all claims which may arise out of the Consultant's operations under this Contract.

4. Nondiscrimination/Sexual Harassment Clause.

The Consultant 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 Consultant, each subcontractor, or any person acting on behalf of the Consultant 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 Consultant 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 Consultant and each subcontractor 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 Consultant and each subcontractor 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 contracts relates.

(e) The Consultant and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Consultant shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Consultant shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month

following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

(f) The Consultant 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.

(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 Consultant in the Contractor Responsibility File.

5. Compliance with the State Contractor Responsibility Program. 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.

(a) 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.

(b) 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.

(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 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.

(d) 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.

(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, 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.

(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/debarment.htm> 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

6. Compliance with the Offset Provision for Commonwealth Contracts. The Consultant agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Consultant or its subsidiaries to the Commonwealth against any payments due the Consultant under any contract with the Commonwealth.

7. Compliance with The 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 Consultant 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 Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act



which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

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

8. Reimbursement for Travel and Per Diem. Reimbursement to the Consultant for any travel, lodging or meals under this Contract, if applicable, shall be at or below state rates, unless the Consultant has higher rates which have been approved by its officers/officials, and published prior to entering into contract negotiations with the Commonwealth. Documentation in support of travel and per diem will be the same as required of state employees. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Authority.

9. Compliance with Disadvantaged Businesses/Enterprise Zone Small Businesses Reporting Requirements. Commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained by the Consultant throughout the term of the Contract. Any proposed change must be submitted to the Department of General Services Bureau of Minority and Women Business Opportunities which will make a recommendation as to a course of action to the Authority's Project Coordinator. The Consultant shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the Authority's Project Coordinator and the Department of General Services Bureau of Minority and Women Business Opportunities within ten (10) workdays at the end of each quarter the Contract is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." Forms must be obtained directly from the Department of General Services, Bureau of Minority and Women Business Opportunities.

10. Donation of Excess Prepared Food for Commonwealth Functions. [No food will be provided by the Consultant at any Commonwealth function funded under this Contract.] **OR** [The Consultant agrees to make a good faith effort to donate to a nonprofit organization for ultimate free distribution to needy individuals any apparently wholesome food or grocery products apparently fit for human consumption which are not consumed at a Commonwealth function funded under this Contract. A good faith effort includes, but is not limited to, contacting one or more of the entities appearing on the referral listing maintained by the Department of Agriculture. The Consultant is hereby put on notice that liability will not attach if the Consultant complies with 42 Pa. C.S. 8338.]

11. Recycled Content Products Provision. Services to be provided by the Consultant under this Contract do not involve recycled products.

12. Contractor Integrity Provisions.

(a) 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.

(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 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:

(I) obtaining;

(II) attempting to obtain; or

(III) 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:

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

(II) 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.

13. **Compliance With Law.** The Consultant shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract.

14. **Environmental Provisions.** In the performance of this Contract, the Consultant shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

15. **Hazardous Substances.** No hazardous substances will be supplied or used by the Consultant in the performance of this Contract.

16. **Right to Know Law Provisions**

(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 Commonwealth Financing Authority.

(b) If the Commonwealth needs the Consultant’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Consultant using the legal contact information provided in this Contract. The Consultant, 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 Consultant’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Consultant’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Consultant shall:



(i) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Consultant'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

(ii) 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 Consultant 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 Consultant considers exempt from production under the RTKL, the Consultant 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 Consultant explaining why the requested material is exempt from public disclosure under the RTKL.

(e) The Commonwealth will rely upon the written statement from the Consultant 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 Consultant shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

(f) If the Consultant fails to provide the Requested Information within the time period required by these provisions, the Consultant 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 Consultant's failure, including any statutory damages assessed against the Commonwealth.

(g) The Commonwealth will reimburse the Consultant 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 Consultant 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 Consultant 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 Consultant's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Consultant 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 Consultant's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Consultant has Requested Information in its possession.

## **ARTICLE VIII PROJECT INFORMATION AND PROGRESS REPORTS**

1. The Consultant agrees that during the period of this Contract all information obtained by the Consultant through work on the project will be made available to the Authority immediately upon demand. Furthermore, the Consultant shall deliver, if requested by the Authority, any background material prepared or obtained by the Consultant incident to the performance of this Contract. Background material is defined as original papers, notes and drafts prepared by the Consultant to support the data and conclusions in the final reports and includes completed questionnaires, other printed materials, pamphlets, maps, drawings and books as well as material in electronic data processing form and computer programs, acquired by the Consultant during the term of this Contract and directly related to the services being rendered.

2. The Consultant hereby agrees to submit any progress reports as may be requested by the Authority.

3. In the event that the Authority determines that the Consultant or its subcontractor(s) has not furnished such reports as required by the Authority, the Authority, by giving written notice to the Consultant, may suspend payments under this Contract until such time as the required reports are submitted.

## **ARTICLE IX AUDIT PROVISIONS**

1. The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Consultant to the extent that the books, documents and records relate to costs or pricing data for this Contract. The Consultant agrees to maintain records which will support the prices charged and costs incurred for this Contract.

2. The Consultant shall preserve books, documents, and records that relate to costs or pricing data for this Contract for a period of three (3) years from date of final payment. The

Consultant shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

## **ARTICLE X ASSIGNABILITY**

1. Subject to the terms and conditions of this Article, this Contract shall be binding upon the parties and their respective successors and assigns.

2. The Consultant may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Authority's Project Coordinator, which consent may be withheld at the sole and absolute discretion of the Authority's Project Coordinator.

3. Notwithstanding the foregoing, the Consultant may, without the consent of the Authority's Project Coordinator, assign its rights to payment to be received under this Contract, provided that the Consultant provides written notice of such assignment to the Authority's Project Coordinator together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

4. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Consultant provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

5. Any assignment consented to by the Authority's Project Coordinator shall be evidenced by a written assignment agreement executed by the Consultant and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned.

6. A change of name by the Consultant, following which the Consultant's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Consultant shall give the Authority's Project Coordinator written notice of any such change of name.

## **ARTICLE XI ASSIGNMENT OF ANTITRUST CLAIMS**

The Consultant and the Commonwealth recognize that in actual economic practice, overcharges by the Consultant's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Consultant assigns to the Commonwealth all

right, title and interest in and to any claims the Consultant now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

**ARTICLE XII**  
**RIGHTS IN DATA, COPY RIGHTS, PATENT RIGHTS AND DISCLOSURE**

(a) Patent Rights.

(i) Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Consultant or its employees in the course of, in connection with, or under the terms of this Contract, the Consultant shall immediately give the Authority written notice thereof and shall promptly thereafter furnish the Authority with complete information thereon. The Authority shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Authority on all of these matters shall be accepted as final. The Consultant warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

(ii) Except as otherwise authorized in writing by the Authority, the Consultant shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Contract, except such clerical and manual labor personnel as will have no access to technical data.

(iii) Except as otherwise authorized in writing by the Authority, the Consultant will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

(iv) If the Authority obtains patent rights pursuant to this article, the Consultant shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

(b) Data and Copy Rights.

(i) The term "data" as used in this Contract includes written reports, studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which is required to be delivered under this Contract.

(ii) Data submitted to and accepted by the Authority under this Contract shall be the property of the Authority and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate including making it available to the general public. Such use shall be without any additional payment to or approval of the Consultant.

(iii) Any data developed as a result of this Contract shall not be used for purposes other than in the performance of this Contract without the advance written approval of the Authority. Any such use of data developed as a result of this Contract and approved in writing by the Authority must include a statement that the data was developed with funds provided under a contract with the Authority.

(iv) The Consultant relinquishes any and all copyright, copyright rights, and/or privileges to data developed under this Contract. The Consultant shall not include in the data submitted any copyrighted matter without the written approval of the Authority, unless the Consultant provides the Authority with written permission of the copyright owner for the Authority to use such copyrighted matter in the manner provided in this Contract.

(c) Disclosure. The Consultant agrees not to divulge or release any information, reports or recommendations developed or obtained in connection with the performance of this Contract, for its direct or indirect, personal or financial, benefit, or the benefit of any person or entity other than the Commonwealth. However, divulgence or release of information, reports or recommendations shall be permitted at such times and in such manner as expressly provided for in such concurrent agreements between the Consultant and other governmental agencies whether federal, state or local, as may directly relate to the performance of this Contract.

### **ARTICLE XIII SUBCONTRACTS**

1. The Consultant shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Authority. Such prior written approval shall not be required for the purchase by the Consultant of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Contract.

2. The Consultant shall not execute or concur in any subcontract declared disapproved by the Authority. A subcontractor shall be automatically disapproved, without a declaration from the Authority, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. The Authority approval of any subcontract shall not be deemed in any event or in any manner to provide for the incurring of any obligation by the Authority in addition to the total contract price, and the Authority shall not be

responsible for fulfillment of Consultant's obligations to subcontractors. The Consultant shall be solely responsible for the quantity and quality of the performance of any of its subcontracts.

3. All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Assurances and Compliance Requirements, subsection 4.

#### **ARTICLE XIV TEMPORARY SUSPENSION OF THE CONTRACT**

1. Upon written notice and at any time during the period covered under this Contract, the Authority may suspend payments and/or request suspension of all or any part of the contract activities. The Authority may give such notice to suspend for the following reasons:

(a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.

(b) When, in the opinion of the Authority, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

2. The Consultant shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

3. This Contract is also conditioned upon complete performance by the Consultant of past agreements or contracts between the Authority and the Consultant. Complete performance includes the Consultant's timely submission of the required final audit of past agreements or contracts to the Authority. In the event that the Authority determines that there has been incomplete performance of past agreements or contracts by the Consultant, the Authority, by giving written notice to the Consultant, will suspend payments under this Contract until such time as the Consultant has fulfilled its obligations under past agreements or contracts to the satisfaction of the Authority. When the Consultant has fulfilled its obligation under past agreements or contracts to Authority's satisfaction, the Authority will resume payments under this Contract.

#### **ARTICLE XV DEFAULT**

1. The Commonwealth may, subject to the provisions of Article XVI, Force Majeure, and in addition to its other rights under this Contract, declare the Consultant in default by written notice thereof to the Consultant, and terminate (as provided in Article XVII, Termination) the whole or any part of this Contract for any of the following reasons:

- (a) Failure to begin work within the time specified in this Contract or as otherwise specified;
- (b) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with this Contract terms;
- (c) Unsatisfactory performance of the work;
- (d) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- (e) Discontinuance of work without approval;
- (f) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- (g) Insolvency or bankruptcy;
- (h) Assignment made for the benefit of creditors;
- (i) Failure or refusal within 10 days after written notice by the Authority's Project Coordinator, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- (j) Failure to protect, to repair, or to make good any damage or injury to property; or
- (k) Breach of any provision of this Contract.

2. In the event that the Commonwealth terminates this Contract in whole or in part as provided in paragraph 1 above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Consultant shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

3. If this Contract is terminated as provided in paragraph 1 above, the Commonwealth, in addition to any other rights provided in this article, may require the Consultant to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Authority's Project Coordinator, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Consultant

has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the price specified in the Budget. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Consultant and the Authority's Project Coordinator. The Commonwealth may withhold from amounts otherwise due the Consultant for such completed or partially completed works, such sum as the Authority's Project Coordinator determines to be necessary to protect the Commonwealth against loss.

4. The rights and remedies of the Commonwealth provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

5. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

6. Following exhaustion of the Consultant's administrative remedies as set forth in Article XVIII, Contract Controversies, the Consultant's exclusive remedy shall be to seek damages in the Board of Claims.

#### **ARTICLE XVI FORCE MAJEURE**

1. Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

2. The Consultant shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Consultant becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Consultant shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request.



After receipt of such notification, the Commonwealth may elect either to cancel this Contract or to extend the time for performance as reasonably necessary to compensate for the Consultant's delay.

3. In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Consultant, may suspend all or a portion of this Contract.

## ARTICLE XVII TERMINATION

1. The Authority has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Consultant.

(a) Termination For Convenience. The Authority shall have the right to terminate this Contract for its convenience if the Authority determines termination to be in its best interest. The Consultant shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Consultant be entitled to recover loss of profits.

(b) Non-Availability of Funds. The Authority's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Authority shall have the right to terminate this Contract. The Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

(c) Termination For Cause. The Authority shall have the right to terminate this Contract for Consultant default under Article XV, Default, upon written notice to the Consultant. The Authority shall also have the right, upon written notice to the Consultant, to terminate this Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating this Contract for cause, then, at the Authority's discretion, this Contract shall be deemed to have been terminated for convenience under the Subparagraph (a).

**ARTICLE XVIII  
CONTRACT CONTROVERSIES**

In the event of a controversy or claim arising from this Contract, the Consultant must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Authority's Project Coordinator for a determination. The Authority's Project Coordinator shall send his/her written determination to the Consultant. The decision of the Authority's Project Coordinator shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the Consultant files a claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Consultant shall proceed diligently with the performance of this Contract in a manner consistent with the interpretation of the Authority's Project Coordinator and the Authority shall compensate the Consultant pursuant to the terms of this Contract.

**ARTICLE XIX  
ENTIRE AGREEMENT**

1. This Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Consultant has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, 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 Contract. No modifications, alterations, changes, or waiver to this Contract 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.

2. No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between the Authority and the Consultant and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**ARTICLE XX  
AMENDMENTS AND MODIFICATIONS**

A properly executed contract amendment is required to change the termination date of this Contract, to amend the contract amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities or services to be conducted under this Contract. Other revisions to the

project or contract budget may be made upon written approval from the Authority after prior written request of the Consultant.

**ARTICLE XXI  
SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.

**ARTICLE XXII  
CONSTRUCTION**

1. 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 law provisions) and the decision of the Pennsylvania courts. The Consultant 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 Consultant 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.

2. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXIII  
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Authority in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Authority hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Authority shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Authority in refraining from so doing at any time or times. The failure of the Authority at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the Effective Date.

ATTEST/WITNESS:

«ContractorCAPS»

(x) \_\_\_\_\_  
Secretary (Date)

(x) \_\_\_\_\_  
President (Date)

«FEIN»  
FEDERAL TAX IDENTIFICATION NUMBER

VENDOR # «VendorNumber»

ATTEST:

COMMONWEALTH OF PENNSYLVANIA,  
COMMONWEALTH FINANCING  
AUTHORITY

\_\_\_\_\_  
Secretary of the Authority (Date)

\_\_\_\_\_  
Chairman (Date)

Approved for form and legality:

\_\_\_\_\_  
Counsel for the Authority (Date)

\_\_\_\_\_  
Deputy Attorney General (Date)

Effective Date of this Contract is: \_\_\_\_\_

**APPENDIX A**

**PROPOSAL**

**APPENDIX B**

**BUDGET**

**APPENDIX C**

**SPECIAL CONDITIONS**

None.