PA-1: Contract-027.1 Nondiscrimination / Sexual Harassment Clause (February 2024)

a. Representations. The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. Nondiscrimination / Sexual Harassment Obligations. The Contractor shall not:

i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.

iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.

iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.

v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

c. Establishment of Contractor Policy. The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. Notification of Violations. The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. Cancellation or Termination of Contract. The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

f. Subcontracts. The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these

provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

PA-2: ADA Provision / also included in Contract-027.1 context

Under the same authority (Contract-027.1), contractors agree to comply with ADA Title II obligations (28 C.F.R. § 35.130), ensuring individuals with disabilities are not excluded, and indemnify the Commonwealth for failures. The indemnification clause mirrors earlier ADA provisions; wording is built into the broader nondiscrimination clause framework often included as part of the same contract provisions.

PA-3: Contractor Integrity Provisions (Contract-028.1)

Full text begins under "CONTRACTOR INTEGRITY" in the Standard Terms and Conditions - Contract-028.1, February 2024:

a. Definitions. Includes Affiliate; Contractor; Contractor Related Parties; Financial Interest; Gratuity; Non-bid Basis, etc.
b. Integrity Obligations. Contractor shall maintain the highest standards of honesty and integrity, shall not accept or offer gratuities, must disclose any financial interests, establish a written business integrity policy, certify criminal history, licensing, debarment status, agree to ongoing obligations, report changes immediately, and indemnify Commonwealth for investigation costs upon contractor debarment.
c. Remedies. Violation may result in termination, liquidated damages, recovery of costs, suspension or debarment.

PA-4: Contractor Responsibility (Contract-029.1)

Contained in Contract-029.1:

Contractor certifies that neither it nor its subcontractors are suspended or debarred by the Commonwealth or any government entity as of contract date; if unable to certify, must submit explanation. Likewise certifies no outstanding tax liabilities or obligations except under appeal or approved payment plan. Obligations are ongoing and notification within 15 days is required for any change (tax delinquency or debarment). Contractor must reimburse Commonwealth for reasonable investigation costs if contract violation leads to suspension or debarment.

PA-5: Diverse Business Participation – 74 Pa.C.S. § 303

Contractors on **non-federally funded** projects must comply with Pennsylvania statute § 303 (Diverse Business Participation) concerning use of diverse business enterprises.

PA-6: Right-to-Know Law (RTKL: 65 P.S. §§ 67.101-3104)

Contracts must provide that associated records are subject to Pennsylvania Right-to-Know requests. Contractors/subgrantees must assist (provide requested records or exemptions statements), indemnify agency for damages or penalties including statutory damages, and obligations survive expiration as long as records are held. These provisions match official templates used by PCCD and Commonwealth.

A-7 to PA-10: Statutory / standard provisions

- **PA-7 Retainage:** Standard Commonwealth construction retains up to 10% of project cost; release upon substantial completion; bond obligations remain in force. (General Conditions 2022 ed.)
- **PA-8 Prevailing Wage Act:** Applied to public-works over $25,000 without federal funding; per statute remains unchanged.
- **PA-9 Project Signs:** All contracts must note financial assistance by PennDOT or relevant agency; standard in Commonwealth templates.
- **PA-10 Public Works Employment Verification Act (43 P.S. § 167.1-167.11):** For public-works over $25,000, bidders must submit Commonwealth Public Works Employment Verification Form prior to award.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY DEVELOPMENT OPERATIONS

NON-COLLUSION AFFIDAVIT

PROJECT/PROPERTY LOCATION (STREET ADDRESS):	CONTRACT/PROJECT NUMBER:

This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S,. ss 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with any bids.

By submittal of a bid for the above referenced project and execution of this affidavit, the following statements are acknowledged:

- The price(s) and amount of bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, potential Contractor or bidder.
- Neither the price(s), amount of this bid nor the approximate price(s) or amount of bid, have been disclosed to any other company or person who may be a Contractor or potential Contractor, nor will they be disclosed prior to this bid opening.
- No attempt has been made, or will be made, to induce any company or person to refrain from bidding on this contract or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary or other noncompetitive bid.
- To my best knowledge, 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.
- The Contractor is not currently under suspension or review by the commonwealth, or any other Federal, State or Local Governmental entity. If certification cannot be made, a written explanation to support the inability of providing such shall be submitted with this bid.

LEGAL NAME OF CONTRACTOR OR CONSTRUCTION COMPANY (PLEASE PRINT):	
AUTHORIZED REPRESENTATIVE (PLEASE PRINT):	TITLE:

I state that I am authorized to make this affidavit on behalf of the above name Contractor or Construction Company and am the person responsible for submitting this bid and price(s) and amount included therein.

SIGNATURE (AUTHORIZED REPRESENTATIVE):

NOTARY PUBLIC:

SWORN TO AND SUBSCRIBED

BEFORE ME THIS____ DAY

OF_____ , 20____

MY COMMISSION EXPIRES:

_____

The following information is to provide (at minimum) an overall explanation of non-collusion and the role/responsibility of entities desiring to participate in the bidding process for pending projects as advertised.

- A Non-Collusion Affidavit must be executed by the person responsible (i.e; owner, employee, officer) for making decisions on price(s) and amount(s) quoted in the bid.
- Bid rigging and other efforts to restrain competition, and making false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should be aware of all bidding requirements and protocol. By signing this document, she or he must be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder as to their responsibilities for the preparation, approval and/or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid proposal, and an affidavit be submitted separately on behalf of each party.
- The term “complementary bid” as used in the affidavit, incorporates the meaning commonly associated with its’ use in the bidding process. This includes the knowing submission of bid amounts higher than the bid from another Contractor, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.

COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person acting on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression or in violation of the PHRA and applicable federal laws, against or intimidate any of employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person acting on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act*, or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Enclosure 1 to Management Directive 215.16 Amended Page 2 of 2 Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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

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

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

_____ BY: _____

DATE TITLE: _____

CERTIFICATE: CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the Luzerne County Transportation Authority ("LCTA") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the LCTA procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania ("Commonwealth") and/or LCTA.
2. Contractor, its affiliates, agents, and employees shall not influence, or attempt to influence, any LCTA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a LCTA or Commonwealth official or employee or to any other person at the direction or request of any LCTA or Commonwealth official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a LCTA or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of LCTA or the Commonwealth.
5. 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 official or employee of LCTA or the Commonwealth.
6. 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.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to LCTA in writing at the time of bid or proposal submission and LCTA consents to the Contractor's financial interest prior to LCTA execution of the contract.
8. 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, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of LCTA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor's internal assessment and review; or otherwise required by law.
9. 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 the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting

discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that LCTA may, in its sole discretion, terminate the contract for cause upon such notification or when LCTA otherwise learns that LCTA has been officially notified, charged or convicted.

10. 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.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the LCTA contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the Luzerne County Controller or the Office of State Inspector General in its investigation of any alleged LCTA or 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 request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or 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.
14. For violation of any of the above provisions, LCTA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with LCTA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those LCTA and the Commonwealth or LCTA may have under law, statute, or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:

    a. "Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or LCTA.

    b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or LCTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, LCTA 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 agreement with LCTA, including those directors, officers, partners, managers, and owners having more than five percent (5%) interest in the Contractor.

d. "Financial Interest" means:

   i. Ownership of more than five (5%) 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.

f. "Immediate family" means a spouse and any unemancipated child.

g. "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.

CONTRACTOR: _____

BY: _____

Signature

_____

Print Name

_____

Date