

**Township of Haverford, Delaware County, Pennsylvania**  
**Request for Proposals (RFP)**  
**Additions to the Township Historic Resource Survey**

**PROJECT BACKGROUND**

Haverford Township's Historic Resource Survey (HRS) was completed by the Delaware County Planning Commission in 1994 and adopted as a Historic Resource [zoning] Overlay in 2009 (Haverford Township Ordinance No. 2580-2009). The current HRS represents 147 resources from the 18th through 20th centuries and includes various architectural styles and building/site types representative of the Township's development. The Township is primarily residential, and the HRS reflects that, although commercial and institutional sites are also included. A representative sampling includes: The Federal School (1797), the oldest building in Delaware County erected specifically for education purposes; Nitre Hall (c. 1800), home of Israel Whelen, owner of the Nitre Hall Powder Mills; the Society of Friends Meeting House (1834); "Far-Away" (1909), a large stone residence with outbuildings designed by architect Edmund Evans for industrialist Clarence Warden; a 1927 "Crescent" model Sears house; Haverford College (founded 1833); and Merion Golf Club, a National Historic Landmark (est. 1896).

Of the eight "Functions and Duties" of the Haverford Township Historical Commission (HTHC), as outlined in Township Ordinance No. 2580-2009, the HTHC shall "Maintain and update the Historic Resource Survey and Inventory of Historic Resources." Additions to the HRS, and the protections of the Historic Resource Overlay, are essential to expanding the protection of historic resources in the Township.

The HTHC desires to make progress toward adding properties to the HRS and maintains a running list of approximately 74 Township sites that may be worthy of inclusion in the HRS. The selected consultant will work with a Committee of the HTHC to review this list as part of determining sites to be documented in HRS Forms. The final list of sites will be developed with the professional input of our consultant.

**SCOPE OF WORK**

Haverford Township seeks a qualified consultant to prepare Pennsylvania Historic Resource Survey Forms for historic properties not currently included in the Township's Historic Resource Survey.

The Scope of Work includes the activities listed in the Exhibit 1, Project Description, as supplemented by the following:

1. Participate in a project kick-off meeting with a Committee of the HTHC, to include a driving tour of the Township.
2. The HTHC has a list of undocumented Township resources that have been identified as high priority by the HTHC for inclusion in the Township HRS. The selected consultant will work with a Committee of the HTHC to review and edit this list based on such questions as: Where are the threats? How can we use this project to promote preservation of the Township's historic character? What sites meet the criteria established in the Ordinance? What should be our priorities?
3. Prepare a minimum of seven (7) Pennsylvania Historic Resource Survey Forms for previously identified but undocumented Township resources.
  - a. Prepare Survey Forms in a format to allow transmittal to the PA SHPO for publication on CRGIS, and in accordance with PA SHPO guidance.
4. Provide a final report, separate and apart from the Survey Forms, describing the project goals, the consultant's approach, a summary of the significance of evaluated resources and rationale for

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inclusion in the Township HRS. The final report shall include the consultant's recommendations regarding future survey(s).

5. Two (2) illustrated public presentations summarizing the project.
6. The HTHC will submit all grant-required reports, however, the consultant will be required to provide periodic (quarterly) updates. These can be provided via email.

The Survey area is the Township of Haverford, PA.

**PROJECT SCHEDULE**

All responses regarding this RFP must be received by the Township no later than 4:00 PM, February 28, 2020. See Proposal Submission below.

February – March 2020	Review proposals and select consultant
March – April 2020	Kick-Off Meeting to select properties to be surveyed and photographed. Begin preparation of survey forms.
May 2020	Submit Status Report to HTHC.
May – June 2020	Complete photography.
July 2020	Finalize survey forms.
July – August 2020	Present a Project Summary to public meetings of the Haverford Township Historical Commission and Board of Commissioners.
August 2020	Submit Status Report to HTHC.
September 23, 2020	All final products are to be submitted to the Township.

**CONSULTANT QUALIFICATIONS**

The Township seeks a consultant with demonstrated experience in the completion of Pennsylvania Historic Resource Survey Forms for sites dating to the 19<sup>th</sup> and 20<sup>th</sup> centuries, and specifically sites that may be vernacular in style and design. The selected consultant shall meet or exceed the Secretary of the Interior's Professional Qualification Standards for Archaeology and Historic Preservation (36 CFR Part 61).

**PROPOSAL REQUIREMENTS**

By submitting a Proposal in response to this request, the Proposer acknowledges receipt and review of the Grant Documents consisting of the following:

- Exhibit I, Project Description;
- Exhibit II, Commonwealth and Federal Terms and Conditions;
- Exhibit III Assurances – Non-Construction Programs; and,

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Exhibit IV, Pennsylvania Historical and Museum Commission, Federal Matching Grant for Historic Preservation, Certified Local Government Grant Agreement.

Each Proposer further agrees to comply, in all relevant respects, with the terms, conditions, and obligations contained in the Grant Documents.

Proposals in response to this request shall consist of both a Technical Proposal and a Cost Proposal.

1. Technical Proposal:

- A statement of the consultant's understanding of the project goals and requirements.
- A proposed project plan based on the project schedule.
- Brief (one or two paragraphs) description of the provider's business, and its history.
- Provider identification (EIN).
- State of Incorporation.
- Corporate name and address.
- Telephone number(s).
- Contact person(s).
- Resumes of key personnel for this contract.
- Evidence of past or current projects of similar scope and size, including contact information for the recipient of service.
- A Certificate of Insurance with coverages and limits defined elsewhere in this RFP.

2. Cost Proposal

The Pennsylvania Historical and Museum Commission, State Historic Preservation Office has awarded the Township a \$16,000 Certified Local Government grant for this project. The format of the consultant's cost proposal shall include a detailed line item breakdown of the cost associated with each task (meetings, presentations, research, completion of HRS forms), and reimbursable expenses. The cost proposal should contain all anticipated costs. This will be a Not-to-Exceed contract.

**PROPOSAL SUBMISSION**

Proposals must be received by the Township by 4:00 PM, February 28, 2020 at the following address. The Township reserves the right to reject proposals received after that date and time.

David R. Burman  
Township Manager  
Township of Haverford  
1014 Darby Road  
Havertown, PA 19083  
610-446-1000 / dburman@havtwp.org

Proposals shall consist of two separately sealed envelopes, as follows:

1. The first sealed envelope shall be marked "Haverford Township Historic Resources Survey – Technical Proposal" and shall contain one (1) printed copy of the Technical Proposal along with a USB drive containing an electronic copy of the Technical Proposal.

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2. The second sealed envelope shall be marked “Haverford Township Historic Resources Survey – Cost Proposal” and shall contain one (1) printed copy of the Cost Proposal.

**TECHNICAL EVALUATION CRITERIA**

- The consultant’s understanding of the project scope and goals. (30%)
- The consultant’s project approach. (25%)
- Specific experience of the individuals listed for each position that constitutes the proposed project team with emphasis on their background in completing similar projects. (25%)
- Evidence of Consultant’s ability to meet project milestones and deadlines. (20%)

**SELECTION**

- A. The members of the Haverford Township Historical Commission shall serve as the Selection Committee and shall independently evaluate each Technical Proposal on the evaluation criteria based upon the application of adjectival ratings. The standards and qualifications in this RFP serve as indicators of expected performance or compliance with the requirements of the RFP. The Selection Committee may seek the assistance of Township staff, external experts and/or consultants during the evaluation process.

- B. The adjectival ratings are as follows:

Superior: Exceeds in all or most aspects the minimum requirements of the RFP. Offers solutions and responses to the Scope of Services that have a high probability of success. Provides cost effective advantages for the program and for the Township. Response requires no modifications to conform and comply with the critical elements of the RFP.

Very Good: Meets in all aspects and in some cases exceeds the minimum requirements of the RFP. Offers solutions and responses to the scope of Services that have a high probability of success. Provides cost effective advantages for the program and for the Township. Response requires little or no modifications to conform and comply with the critical elements of the RFP.

Acceptable: Meets the minimum requirements of the RFP. Responses and solutions offer no significant advantages and provide a reasonable probability of success. Weakness and/or deficiencies require some modifications to conform and comply with the critical elements of the RFP.

Marginal: Responses and solutions to the Scope of Services provide minimum probability of success. Significant weaknesses and deficiencies in the responses and solutions offered. Responses require significant modifications to conform and comply with the requirements of the RFP.

Unacceptable: Responses and solutions fail to meet the minimum requirements of the RFP. Information provided is insufficient to evaluate the response. Major revisions required to cure deficiencies.

These adjectival ratings are only guides to assist the Selection Committee in evaluating Proposals, and they do not mandate the automatic selection of a particular Proposal.

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- C. After making an evaluation of the Technical Proposals based on the criteria set forth herein, the Selection Committee may conduct interviews and request, receive, and consider additional information as it deems necessary from any Proposer deemed to be responsive to the RFP. If interviews are conducted, Proposers who are deemed to be non-responsive and/or have no reasonable chance of being selected will not be interviewed.
- D. After all Technical Proposals have been evaluated in accordance with the criteria set forth herein, if any Proposal is determined to be acceptable based on the Technical Evaluation, and interviews (if conducted), the Selection Committee may, without discussion or negotiation, recommend award of a contract to that firm. If the Cost Proposal for the recommended firm falls within the project budget, the Township Manager will present the recommendation of the Selection Committee to the Board of Commissioners for consideration at the Board's next public meeting.
- E. However, if no Proposal is acceptable without negotiation, those firms whose Technical Proposals are determined by the Selection Committee to be within the competitive range may be contacted in writing to formally schedule negotiations. Competitive range will be determined by the Selection Committee and will consist of those firms whose Technical Proposals are determined to have a reasonable chance of being selected for award based on the Technical Evaluation.

No information, financial or otherwise, will be provided to any Proposer about any Proposals from other Proposers.

- F. After all negotiations and discussions have been completed, each of the Proposers within the competitive range with whom negotiations have been conducted will be afforded the opportunity to submit a BEST AND FINAL OFFER (BAFO). The BAFO shall be each Proposer's most favorable Cost Proposal for the Technical Proposal and business/contractual terms which have been clarified and agreed upon during discussions and negotiations. The request for BAFOs will set forth the specific time and date for the submission of the BAFO.

**AWARD**

The Haverford Township Board of Commissioners intends to award a contract to a firm that the Board determines to be fully responsive and responsible to the RFP requirements, taking into consideration the recommendation of the Selection Committee.

**QUESTIONS**

Suzanna Barucco, Vice-Chair of the HTHC, will be the primary point of contact for the consultant and will be the liaison between the consultant, the HTHC and the Township. Questions regarding this RFP should be directed to Ms. Barucco in writing via email: [suzannabarucco@gmail.com](mailto:suzannabarucco@gmail.com).

**RIGHT-TO-KNOW ACT COMPLIANCE**

By submitting a Proposal, each Proposer agrees to abide by the terms of the Pennsylvania Right to Know Act (the "Act") with respect to documents prepared under any subsequent contract that are in the possession of the consultant. The consultant further acknowledges that any documents or work product

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produced by consultant under any subsequent contract may be subject to public disclosure as required under the Act and that consultant agrees to work with the Township to timely produce any such documents as required under the Act. The consultant agrees to indemnify and hold the Township harmless for any penalties or damages incurred by the Township that are related to the consultant's failure to abide by the terms of this Section. The terms of this Section shall survive termination of this contract.

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**INSURANCE AND BONDS**

Before commencing performance of any services under this Agreement, the Provider shall procure, pay for, and maintain the following minimum types and limits of insurance, on forms reasonably acceptable to Owner. Such insurance shall be maintained in full force and effect until final acceptance of the Services or the completion of all post-acceptance warranty or related work by Provider, whichever is later.

Coverage shall be obtained from insurance carriers approved to transact that class of business in the state where the work will be performed, having an A.M. Best Rating of A- VII or better.

Certificates of insurance evidencing that the below requirements have been met shall be provided to Owner prior to the start of work.

**1. General Liability**

Commercial General Liability, written on an occurrence basis, covering bodily injury, property damage and/or personal/advertising injury to third parties, which may arise from operations under the Agreement, whether such operations are performed by the Provider or its Sub-Consultant, with limits not less than:

Each Occurrence, Bodily Injury and Property Damage	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Provider under the Indemnification and other provisions of the Agreement.

**2. Business Automobile Liability**

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
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**3. Workers' Compensation and Employers Liability**

Workers Compensation and Employers Liability as required by the state of hire and/or the state in which the work will be performed, including "other states" coverage, with limits not less than:

Workers Compensation	Statutory
Bodily Injury by Disease, each Employee	\$500,000
Bodily Injury by Disease, Policy Limit	\$500,000
Bodily Injury by Accident	\$500,000

**4. Umbrella Liability**

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$2,000,000
Aggregate, Per Project	\$2,000,000

**5. Commercial Crime (if applicable)**

Commercial Crime or Fidelity (Employee Dishonesty) insurance extending to third parties (i.e., theft from Owner or third parties), including but not limited to Theft of Money and Securities both on- and off-premises and in transit, ERISA, Forgery or Alteration, Computer Fraud, Embezzlement and Funds Transfer Fraud, with limits not less than:

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Employee Dishonesty, First Party	\$1,000,000
Employee Dishonesty, Third Party including Theft of Property	\$1,000,000
Computer Fraud	\$1,000,000
Forgery or Alteration	\$1,000,000
Funds Transfer Fraud	\$1,000,000
ERISA	Included
On Premises	\$ 50,000
In transit	\$ 50,000
Annual Aggregate	\$1,000,000

**7. Professional Liability/Errors & Omissions (E&O)**

All contractors and consultants who will perform, or retain others to perform, professional services in connection with the work (including, but not limited to Architects, Engineers, Consultants, Design-Build, and Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of the Services, with limits not less than:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

**8. Cyber/Technology Insurance (if applicable)**

Cyber/Technology insurance coverage with the following coverage parts and with limits not less than:

Network Security Liability, each claim and aggregate \$1,000,000  
*Liability coverage for when the insured's web-based platform or computer system fails to prevent a security breach or a privacy breach, including but not limited to transmission of a computer virus and liability associated with the failure to provide authorized users with access to the web-based system.*

Regulatory Liability, each claim and aggregate \$1,000,000  
*Liability coverage for lawsuits or investigations by Federal, State, or Foreign regulators relating to Privacy Laws.*

Crisis Management (including the following coverages): Included  
*Notification Expense (First party expenses to comply with Privacy Law notification requirements); Credit Monitoring Expense (First party expenses to provide up to 12 months credit monitoring); Forensic Investigations (First party expenses to investigate an intrusion into an Insured's computer system); Public Relations (First party expenses to hire a public relations firm)*

Cyber Extortion \$1,000,000  
*Payments to a party threatening to attack an Insured's computer system in order to avert a cyber-attack.*

**General Insurance Provisions**

Provider shall be responsible for the payment of all deductibles or self-insured retentions applicable to its insurance coverages.

All policies required hereunder other than Workers Compensation, Professional Liability, and Commercial Crime shall name Owner and its officers, directors, employees, agents, subsidiaries, and affiliated companies as Additional Insureds on a primary and noncontributory basis, for losses arising from the work of the Provider or its Sub-Consultant or anyone for whom they may be liable. Additional Insured status shall include defense and shall apply to both Ongoing and Completed Operations, for a period of not less than three years after completion of services.

All policies shall provide a Waiver of Subrogation in favor of Owner and/or Owner's agent(s) and/or other parties designated by Owner.

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for three (3) years following completion of the Provider's services. In the alternative, the claims-made policy shall be renewed for not less than three (3) years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.



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Policies shall not be canceled, terminated or non-renewed unless sixty (60) days prior written notice is sent to the additional insured parties.

Sub-Consultant

Provider shall require each Sub-Consultant (if any) to provide insurance as outlined above. Such policies shall name Owner, Provider, and their officers, directors, employees, agents, subsidiaries, and affiliated companies as additional insureds on a primary/noncontributory basis at the limits required herein, for losses arising from the negligence of the Sub-Consultant, and shall provide a Waiver of Subrogation in favor of the Additional Insured parties. Additional Insured status shall include defense and shall apply to Completed Operations for a minimum three years after project completion.

Provider shall be responsible for securing certificates of insurance from all Sub-Providers evidencing the insurance coverages required above.

The insurance coverages and limits required herein are designed to meet the minimum requirements of OWNER. The Owner reserves the right to modify these requirements, including limits, based on special circumstances. Additionally, if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. They are not designed as a recommended insurance program for Provider or its Sub-Providers. **Meeting these minimum requirements shall in no way limit, qualify, quantify, or relieve the Provider's liability and obligations under any other provision of the Agreement.** The Provider shall acquire, at its own expense, any other additional insurance coverage it deems necessary for the protection of its work under this Agreement.

## EXHIBIT I

### PROJECT DESCRIPTION

Grantee: Haverford Township  
1014 Darby Rd.  
Havertown, PA 19083

Contact Person: Suzanna Barucco  
Vice Chair, Haverford Township Historical Commission  
(610) 357-9763  
[suzannabarucco@gmail.com](mailto:suzannabarucco@gmail.com)

Larry Gentile  
Township Manager

Grant Period: May 1, 2019 through September 30, 2020

#### Scope of Work:

- A. Haverford Township will hire a qualified consultant to prepare survey information for historic properties not currently included on the Township's Historic Resource Inventory and gather updated photography for resources currently on the Inventory. The selected consultant will meet or exceed the Secretary of the Interior's Professional Qualification Standards for Archaeology and Historic Preservation (36 CFR Part 61).
- B. Specifically, the Township will:
  1. Prepare at least seven (7) Pennsylvania Historic Resource Survey Forms for previously undocumented resources that have been identified as high priority by the Township.
    - a. The Township and/or its consultant will consult with PA SHPO following the selection of the resources and will prepare the forms according to all PA SHPO guidance.
    - b. The final forms will be submitted to PA SHPO for publication on CRGIS.
    - c. The consultant will provide the Township with an evaluation of whether the surveyed resources meet the designation criteria in the Township's historic preservation ordinance. The evaluation and designation recommendations will be in a separate document from the survey forms.
  2. Gather at least one (1) digital photograph of the principal elevation of properties already included on the Township's Historic Resource Inventory. The Township will endeavor to photograph as many properties on the Inventory as is practicable and feasible, but shall photograph no less than fifty (50) properties.
  3. For all elements of this project, the Township will consult CRGIS to determine which resources may already be included in that database. The Township or its consultant will create or update records for all documented resources directly into CRGIS using PA SHPO approved methods. The PA SHPO will provide training to the individual designated to perform data entry.

- C. The Township will organize and participate in a project kick-off meeting with the selected consultant, PA SHPO, and Township personnel who will be responsible for project management and fiscal management at the beginning of the project.
- D. The Township will provide the PA SHPO the opportunity to review and comment on all draft documents.

**NOTE: ALL PUBLIC INFORMATION, PRESS RELEASES, PUBLICATIONS, AUDIO-VISUAL, ELECTRONIC MATERIAL AND ANY OTHER PUBLIC DISSEMINATION OF INFORMATION FUNDED UNDER THIS GRANT MUST ADHERE TO EXHIBIT II,**

**WORK PRODUCTS AND REPORTING.**

1. The Township will provide PA SHPO with one copy of all survey forms and related mapping and photography in PDF format.
2. The Township will provide digital copies of all photographs of existing resources on the Historic Resource Inventory. The photographs will be labeled using the PA SHPO Key number where appropriate, or include an index relating the labeling system to the Key number.
3. The Township or its consultant will create or update records for all documented resources directly into CRGIS using PA SHPO approved methods.
4. The Township shall submit Quarterly Status Reports (QSR) describing activities for three previous months by August 5, 2019, November 5, 2019, January 5, 2020, April 5, 2020.
5. Final project report describing and quantifying accomplishments under this grant.

**BUDGET:**

Category of Expense

Administration	\$1,600
Consultant Services	\$16,000
Project Promotion	\$400
<b>Total Project Cost:</b>	<b>\$18,000</b>

Federal Share: **\$16,000**

Non-Federal Matching Share:

Donor: Haverford Township  
 Source: General Fund  
 Kind: Cash  
 Amount: \$2,000

Total Non-Federal Matching Share:

**\$2,000**

**PROJECT SCHEDULE:**

QUARTERLY STATUS REPORTS DESCRIBING ACTIVITIES FOR THE THREE PREVIOUS MONTHS ARE DUE BY THE FIFTH OF AUGUST, NOVEMBER, FEBRUARY AND MAY.

REQUESTS FOR REIMBURSEMENT MUST BE SUBMITTED ON A REGULAR BASIS THROUGHOUT THE GRANT PERIOD.

FINAL PROJECT REPORT DESCRIBING AND QUANTIFYING ACCOMPLISHMENTS UNDER THIS GRANT MUST BE SUBMITTED WITHIN 30 DAYS OF GRANT PERIOD END DATE.

**NOTE: ALL PUBLIC INFORMATION, PRESS RELEASES, PUBLICATIONS, AUDIO-VISUAL, ELECTRONIC MATERIAL AND ANY OTHER PUBLIC DISSEMINATION OF INFORMATION FUNDED UNDER THIS GRANT MUST ADHERE TO EXHIBIT III, PUBLICITY AND PRESS RELEASES, WORK PRODUCTS AND REPORTING.**

May 1, 2019	Project Start Date
May - June 2019	Develop and Distribute RFP
July- August 2019	Review proposals and select consultant
Aug. 5, 2019	Submit Quarterly Status Report.
Sep. – Nov. 2019	Select properties to be surveyed and photographed. Begin preparation of survey forms.
Nov. 5, 2019	Submit Quarterly Status Report.
Dec. 2019 – Feb. 2020	Finalize survey forms, evaluations, and complete photography
Feb. 5, 2020	Submit Quarterly Status Report
March – June 2020	Present findings to Board of Commissioners, draft ordinance amendments and hold public meetings regarding designation
May 5, 2020	Submit Quarterly Status Report
July 31, 2020	Grant period end date. Submit a Final Project Report and survey forms describing and quantifying accomplishments under this grant within 30 days.

**EXHIBIT II**  
**COMMONWEALTH AND FEDERAL**  
**TERMS AND CONDITIONS**  
(Revised May 2018)

**Amendment**

Grantee requests for amendment(s) to any part of the Grant Agreement Contract must be made in writing for review by the Pennsylvania Historical and Museum Commission (PHMC). Grantee requests for amendment(s) must be made as soon as possible but no later than 90 days prior to the project end date. Upon PHMC approval of an amendment request, PHMC will prepare the amendment which, in order to be effective, must also be approved and signed by the Grantee and all necessary Commonwealth parties.

**Americans with Disabilities Act (MD215.12 dated 10/14/11)**

During the term of this Grant Agreement Contract (Contract), the Grantee agrees as follows:

Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination, 28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

The contractor 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 contractor's failure to comply with the provisions of paragraph 1.

**Audit Requirements**

The Grantee must comply with all Federal and State audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 et. seq.; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the Federal government. If the Grantee is a local government or non-profit organization and expends total Federal awards of \$500,000 or more during its fiscal year, received either directly from the Federal government or indirectly from a recipient of Federal funds, the Grantee is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the Grantee expends total Federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of Federal awards and any state funds which supplement such awards, and to provide access to such records by Federal and state agencies or their designees.

**Audit Information Submission to the Commonwealth**

The Grantee must submit copies of the audit report package to the Commonwealth, which shall include:

1. Data Collection Form.
2. Financial statements and schedule of expenditures of Federal awards.
3. Auditor's reports on the financial statements and schedule of expenditures of Federal awards, internal control and compliance as well as a schedule of findings and questioned costs.
4. Summary schedule of prior audit findings.
5. Corrective action plan.
6. Management letter comments.

The number of copies to be submitted shall equal one for the Bureau of Audits (archival copy) plus one for each Commonwealth agency which provided Federal pass-through awards to the entity, as reflected in the entity's Schedule of Expenditures of Federal Awards. The audit report package should be submitted to the:

Office of the Budget/Bureau of Audits  
Division of Subrecipient Audit Review  
Verizon Tower - 6th Floor  
303 Walnut Street  
Harrisburg, PA 17101  
Phone: (717) 783-9120  
Fax: (717) 783-0361

In instances where a Federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB [Circular A-133](#).

### **Audit Provisions - General**

The Grantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of Federal financial awards.

The Commonwealth reserves the right for Federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by the Commonwealth or Federal Agencies. Any such additional audit work will rely on work already performed by the Grantee's auditor, and the costs for any additional work performed by the Federal or state agencies will be borne by those agencies at no additional expense to Grantee.

Audit working papers and audit reports shall be retained by the Grantee's auditor for a minimum of three years from the date of issuance of the audit report, unless the Grantee's auditor is notified in writing by the Commonwealth or the cognizant or oversight Federal agency to extend the retention period. Audit working papers will be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the Federal funding agency, or the General Accounting Office.

### **Civil Rights and Equal Opportunity**

The grantee must comply with Title VI of the Civil Rights Act of 1964, as amended; 43 CFR 17 issued by the U. S. Department of the Interior; Section 504 of the Rehabilitation Act of 1973, as amended; and the Age Discrimination Act of 1975, as amended, and regulations of the U. S. Department of the Interior, which strictly prohibit unlawful discrimination in departmental Federally assisted programs on the basis of race, color, national origin, age or disability. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance, or for further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.

### **Contractor Responsibility Provisions (MD215.9 dated 10/25/10)**

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

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

subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX Number (717) 787-9138

#### **CONTRACTOR INTEGRITY PROVISIONS (MD 215.8—January 2015)**

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

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

a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.

**d. “Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

**e. “Financial Interest”** means either:

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

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

**f. “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.

**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.

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

**a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

**b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

**d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

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

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

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

(3) had any business license or professional license suspended or revoked;



**(4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

**(5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

**g.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

**j.** 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.

### **Copyrights**

Unless otherwise provided in this Grant Agreement Contract, the grantee is free to copyright any books, publications or other copyrightable materials developed in the course of or under the terms of the project. However, any such copyrighted material will be subject to a royalty-free, non-exclusive and irrevocable license to the U. S. Government and the Commission to reproduce, publish or otherwise use, and to authorize others to use, the work for Federal or state government purposes.

### **Disallowed Costs**

The Grantee will be responsible for repayment to the PHMC if terms and conditions of this Grant Agreement Contract are not followed or costs claimed are disallowed following audit. Costs are allowable only if approved in the budget. All other costs are unallowable unless approved, in writing, by the PHMC.

### **Effective Date**

The Effective Date of the agreement is official when all parties to the agreement have affixed their signatures. The PHMC recommends that no work on the project begin until the grantee's receipt of a fully executed copy of the grant agreement.

### **Federal Funding Accountability and Transparency Act of 2006 Compliance**

#### **1. Registration and Identification Information**

Grantee must maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

#### **2. Primary Location**

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

#### **3. Compensation of Officers**

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.

#### **Fiscal Management and Maintenance of Records**

The Grantee must maintain a financial management system adequate to provide efficient and effective accountability and control of all property and funds, in accordance with Office of Management & Budget (OMB) Circulars A-87 Cost Principles for State, Local and Indian Tribal Governments and A-102 Grants and Cooperative Agreements with State and Local Governments and the National Park Service's Historic Preservation Fund Grants Manual, June 2007 Release.

Furthermore, the Grantee shall make these financial records available for audit by the Commission or by Federal auditors for a period of three years from the date of project completion.

Note: Universities covered by OMB Circulars A-21 Cost Principles for Educational Institutions and A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and nonprofit organizations covered by OMB Circular A-122 Cost Principles for Non-Profit Organizations may use the cost principles and administrative requirements of those Circulars in lieu of A-87 and A-102.

#### **General Limitations**

Performance of this Grant Agreement Contract is not assignable without prior written consent of the Commonwealth.

All information submitted to the Commission by Grantee under the terms of this Grant Agreement Contract will be considered public record and subject to the Freedom of Information Act, S USC 552, unless determined to be exempt to by the National Park Service, U. S. Department of Interior.

#### **Governing Law**

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

#### **Hold Harmless Provision (Nov. 30, 2006)**

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

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

#### **Integration Provision**

This Grant Agreement Contract, including all referenced documents, constitute the entire agreement between the parties.

No agent, representative, employee or officer of either the Commonwealth or the Grantee has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Grant Agreement 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 Grant Agreement Contract. No modifications, alterations, changes, or waiver to this Grant Agreement Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments or modifications will be made using the appropriate Commonwealth form. Requests for amendments must be made as soon as possible, but no later than ninety (90) days prior to the project end date.

### **Lobbying Prohibition**

As per Title 18 U. S. Code §1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of Title 31.

### **Nondiscrimination/Sexual Harassment Clause (MD 215.6 amended 5/11/17)**

The Contractor agrees:

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

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

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.

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.

The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more

employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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.

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.

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.

**Offset Provision (MD 215.9 amended 10/25/10)**

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

**Patent, Copyright, and Trademark Indemnity**

The Grantee warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Grant Agreement Contract (Contract) which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the Commonwealth under the Contract. The Grantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Grantee's written request, it shall be at the Grantee's expense, but the responsibility for such expense shall be only that within the Grantee's written authorization. The Grantee shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Grantee or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Grantee in such suit or proceeding are held to constitute infringement and the STD-271/278A 7/99 Page 3 of 12 use is enjoined, the Grantee shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement or equal performance products or modify them so that they are no longer infringing. If the Grantee is unable to do any of the preceding, the Grantee agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Grantee under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Grantee without its written consent.

### **Payment Schedule and Disposition of Funds**

No payments can be made before the Grant Agreement Contract is fully executed. Payments will be made on a reimbursement basis (see "Reimbursement" paragraph below) for up to 50% of actual, eligible and approved costs incurred during the Grant Agreement Period, not to exceed grant award amount.

The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. To obtain and complete the Pennsylvania Electronic Payment Program (PEPP) Enrollment Form, please access: [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFT enrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFT%20enrollmentform.pdf). Within 10 days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street, 9<sup>th</sup> Floor, Harrisburg, PA 17101.

The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.

It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payment.

If the Grantee desires payment by check, the PHMC should be notified.

PHMC will initiate payment at the earliest possible date. Normally, the Grantee will receive payment within approximately 30 days from the date of receiving the reimbursement request.

Upon receipt, the Grantee agrees, where possible, to deposit and maintain PHMC funds in an interest bearing account. Disposition of funds from this account, including interest earned, is the responsibility of the Grantee. Interest earned from PHMC funds must be recorded and reported as a part of the detailed statement of income and expenditures required in the final written report.

### **Project Initiation**

Project work must be initiated within 45 days of return of executed Grant Agreement Contract to Grantee. Failure to initiate work within the period will be grounds for Grant Agreement Contract cancellation.

### **Reimbursement**

Requests for reimbursement of up to 50% of actual, eligible and approved expenditures, not to exceed grant award amount, should be submitted on a monthly (or regular) basis and will be completed on the "Invoice" form that will be provided by the Commission. The required documentation for each reimbursement will be: (1) a completed expenditure report showing all expenses (for both federal and nonfederal share) being charged; (2) copies of daily timesheets with supervisors verification of time worked for federal and non-federal share claimed, if applicable; (3) copies of travel logs, if applicable; (4) receipt(s) and/or itemized invoice(s); and, (5) proof of payment - copies of grantee purchasing orders with payment processing date, check number and date of check, if applicable; and/or, copies of both sides of cancelled checks for all expenses being charged will be submitted to the Commission.

Due to the ending of the Federal Fiscal Year on September 30<sup>th</sup>, a request for reimbursement of expenditures for costs incurred through September 30<sup>th</sup> must be submitted by October 31<sup>st</sup> of the same year. Once this request for reimbursement of expenditures is received and processed, you will not be able to request reimbursement for any expenditures prior to October 1<sup>st</sup>.

Final invoice must be submitted to the Commission as soon as possible after the end of the project period but no later than

30 days after the project ending date.

Final payment amounting to 10% of Grant Agreement Contract amount will be withheld pending approval of final work product by the Bureau for Historic Preservation, Pennsylvania Historical and Museum Commission.

**Right to Know Law – Contract 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 contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the

Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

### **Subcontracting and Procurement**

OMB Circular A-102, governing the selection of professional services and contractors must be adhered to. In general, competitive negotiation will be used to procure professional services; competitive bidding to procure contractors.

Because of the Federal personnel qualification standards imposed by 36 CFR 61 - ALL PERSONNEL AND CONSULTANTS SELECTED FOR PROJECTS MUST BE APPROVED, IN WRITING, BY THE PA. HISTORICAL AND MUSEUM COMMISSION.

**Maximum hourly rates charged to this grant or matching share may not exceed 120% of a Federal Civil Service GS-15, Step 10 salary, which remains at \$89.41 per hour or \$715 per day (effective as of January 4, 2010). The annual rate of pay is \$186,600 for 2,087 hours. Grantees may supplement this rate by paying more from non-Federal funds not used to match the grant, or may enter into a fixed-fee contract not based upon an hourly rate.**

Grantee must forward to PHMC evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to the award of any consultant services contract.

The following Consultant Selection Documentation shall be submitted to PHMC:

1. Copy of contract solicitations (Requests for Proposals);
2. Description of the methods of publicizing the solicitations including dates and places of publications and postings;
3. Copies of all responses received (bid or no bid);
4. Method, selection criteria and justification of consultant selections. If available, include rating sheets, signed by the reviewer;
5. Resumes of the selected consultant's staff; and,
6. Copy of written contract or agreement with the consultant (if applicable).

### **Termination Provisions**

The Commonwealth has the right to terminate this Grant Agreement Contract for any of the following reasons. Termination shall be effective upon written notice to the Grantee.

1. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate this Grant Agreement Contract for its convenience if the Commonwealth determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover loss of profits.
2. **NONAPPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation 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 Commonwealth shall have the right to terminate the Grant Agreement Contract. The Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of supplies or services delivered under this Grant Agreement 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 for many appropriations available for that purpose.
3. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate this Grant Agreement Contract, upon written notice thereof to the Grantee, for Grantee's nonperformance or inadequate performance.

Failure to submit satisfactory status reports, acceptable invoice documentation and other required materials will result



in discontinuation of funding and Grant Agreement Contract cancellation.

**Work Products and Reporting**

**ALL PUBLIC INFORMATION, PRESS RELEASES, PUBLICATIONS, AUDIO-VISUAL, ELECTRONIC MATERIAL AND ANY OTHER PUBLIC DISSEMINATION OF INFORMATION SHALL INCLUDE THE FOLLOWING STATEMENTS:**

(1) The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of Interior.

(Note that only relevant portions of the required acknowledgement statement needs to be applied, and should be used as appropriate depending on the content of the publication, e.g., if there are no commercial products, then that part of the statement can be omitted.)

(2) This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.

THE PRECEEDING STATEMENTS MUST ALSO BE ANNOUNCED AT ALL FEDERALLY SUPPORTED PUBLIC ACTIVITIES, E.G. WORKSHOPS, CONFERENCES, SEMINARS, WALKING TOURS, ETC.

Quarterly Written Status Reports will be submitted to the PHMC indicating work accomplished to date, related to grant agreement project schedule, and difficulties encountered and reasons for delays, if any. Status Reports are to be submitted in format provided by the Commission.

A Final Project Report summarizing project work shall be submitted to the PHMC within 30 days of project end date.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION  
FEDERAL MATCHING GRANT FOR HISTORIC PRESERVATION  
CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

This agreement is made and entered into by and between the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter "COMMISSION") and the Township of Haverford, (hereinafter "GRANTEE").

Whereas, the Congress of the United States has established a program for the preservation for public benefit of properties that are significant in American history, architecture, archaeology and culture by enactment of the National Historic Preservation Act 16 U.S.C. § 470 et. Seq. (89 Pub.L.No. 665 (1966)), as amended; and

Whereas, the National Park Service, pursuant to National Historic Preservation Act, 16 U.S.C. § 470c makes funds available to the Commonwealth for the identification, evaluation and protection of historic resources in Pennsylvania, and

Whereas, by letter dated February 9, 1967, the Governor of the Commonwealth of Pennsylvania designated the Commission as the official agency of the Commonwealth to cooperate with the National Park Service in implementing provisions of the National Historic Preservation Act, and

Whereas, GRANTEE is a certified local government authorized to receive grant funds in accordance with the National Historic Preservation Act, 16 U.S.C. §§, 470a(c), 470c; and

Whereas, GRANTEE has applied for funding assistance for the purpose of preservation activities more fully described in the Project Description, Exhibit I, and

Whereas, the COMMISSION intends to assist the GRANTEE in undertaking the project in accordance with the mandates of the National Historic Preservation Act and all applicable Federal and State statutes, regulations and procedures.

Now therefore, the parties intending to be legally bound, agree as follows:

1. The GRANTEE agrees to perform the following work more fully described in the Project Description, Exhibit I, according to standards and requirements also referenced in Exhibit I.

2. All work described in the Project Description, Exhibit I, will be performed in accordance with the Historic Preservation Fund Grants Manual (June 2007 Release) and the Secretary of the Interior's Standards and Guidelines for Rehabilitation and Restoration.

3. The COMMISSION agrees to transfer to the GRANTEE all funds, in an amount not to exceed \$16,000, which are approved for reimbursement for the project, that are subsequently received from the Department of the Interior.

4. Reimbursements for costs incurred during the grant agreement period shall be made only when the GRANTEE has demonstrated full compliance with and satisfactory progress toward completion of the work as specified in the Project Description, Exhibit I, and the COMMISSION has received satisfactory documentation of costs and expenditures and has received appropriate funds from the Department of Interior.

5. The COMMISSION and the Department of the Interior shall be under no obligation to pay to the GRANTEE any amount in excess of 50% of actual expenditures per reimbursement request or any amount in excess of the amount specified in paragraph 3 above.

6. The GRANTEE shall promptly submit to the COMMISSION Quarterly Status Reports and such other reports as the COMMISSION may request and shall permit periodic reviews and inspections by the COMMISSION or the National Park Service to insure work progress in accordance with the Project Description, Exhibit I.

7. The GRANTEE agrees to comply with all applicable regulations of the National Park Service and other federal and state regulations applicable to this program; including requirements and special conditions in the attached Exhibit I, Project Description, Exhibit II, Terms and Conditions, and Exhibit III, Assurances - Non-Construction Programs.

In witness whereof, the parties to this agreement have hereunto affixed their hands  
and seals.

**GRANTEE**

Township of Haverford  
1014 Darby Road  
Havertown, PA 19083

\_\_\_\_\_  
Grantee Signature                      Date  
(Individual Authorized to Bind Grantee into Contract)

\_\_\_\_\_  
Secretary/Treasurer Signature    Date

\_\_\_\_\_  
(Please type or print name & title)

\_\_\_\_\_  
(Please type or print name & title)

