

## OHIO RIVER TRAIL COUNCIL CONTRACTOR AGREEMENT

Contractor Responsibilities. To require contractors to comply with the following contractor responsibility provisions. (For the purpose of this Grant, the term “Contractor” is defined as any person, including, but not limited to, a bidder, offer or, loan recipient, grantee or sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under the contract, subcontract, grant or sub-grant, or with a person under contract, sub-contract, grant or sub-grant or state affiliated entities, and state-related institutions.)

- A. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of this Grant, neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- B. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of this Grant, neither the Contractor nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- C. The contractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination or expiration date thereof. Accordingly, the Contractor shall have an obligation to inform the ORTC if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes or other Commonwealth obligations, or if it or any of its sub-grantees or subcontractors are suspended or debarred by the Commonwealth, the federal government, or other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the ORTC of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the ORTC.
- E. The Contractor agrees to reimburse the ORTC or the Commonwealth for the reasonable costs of investigation incurred for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the ORTC or the Commonwealth, which results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigate costs for the investigations that do not result in the Contractor’s suspension of debarment.
- F. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by contacting DGS at:

Department of General Services  
Office of Chief Counsel

603 North Office Building  
Harrisburg, PA 17125  
Telephone: (717) 783-6472 or Fax: (717) 787-9138

Nondiscrimination/sexual harassment. During the term of this Grant, the Contractor agrees as follows:

- A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Grant or any sub-grant, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed or color, discriminate against anyone who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Grant on account of gender, race, creed or color.
- C. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated, and employees who practice it will be disciplined.
- D. The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the ORTC for purposes of investigation to ascertain compliance with the provisions of this Paragraph. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the ORTC or the Bureau of Contract Administration and Business Development.
- F. The Contractor shall include the provisions of this Paragraph in every subgrant so that such provisions will be binding upon each sub-grantee.

ADA. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.P.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant, or from activities provided for under this Grant, on the basis of the disability. As a condition of accepting and executing this Grant, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 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 ORTC through grants with outside contractors.

Hold Harmless. The Contractor shall be responsible for, and agrees to indemnify and hold harmless the ORTC from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the ORTC as a result of the contractor's failure to comply with the provisions of this Agreement.

Contractor Integrity. To comply with the following contractor integrity provision:

- A. For purposes of this Paragraph only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions:
  - i. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the ORTC or the Commonwealth.
  - ii. Consent means written permission signed by a duly authorized officer of the ORTC, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, contractual, or grant terms, the ORTC shall be deemed to have consented by virtue of execution of this Grant.
  - iii. Contractor means the individual or entity that has entered into this Grant with the ORTC, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
  - iv. Financial interest means: Ownership of more than a five percent (5%) interest in any business; or holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - v. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- B. The Contractor shall maintain the highest standards of integrity and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- C. The Contractor shall not disclose to others any confidential information gained by virtue of this Grant.

