



Request for Proposals

Planning Services for the Lower Schuylkill Innovation Campus

January 2026

I. Purpose

PIDC, on behalf of PAID, seeks a consulting firm to provide planning services for the Lower Schuylkill Innovation Campus (LSIC). These services are to include the following:

- II. An **Economic Analysis** to help determine appropriate advanced manufacturing uses for the LSIC. The analysis will include comparisons of economic, fiscal, and jobs impacts, and will conclude with identification of the highest and best use of the LSIC based on quality jobs, alignment with the [Lower Schuylkill Master Plan's](#) identification of this area for innovative uses, and overall impact on the city's economy.
 - A. An **Infrastructure Gap Analysis** to understand the infrastructure needed to support the preferred uses identified in the Economic Analysis. This study will focus on identifying existing utilities and evaluating their ability to support the proposed land use by updating information from a 2019 report by Kimley-Horn.
 - B. A **Preliminary Site Plan** that will be developed by compiling and consolidating existing available survey information for the LSIC. It should include guidance related to maximum and minimum building footprints for the recommended uses.

III. Introduction and Background

The Lower Schuylkill area of Philadelphia boasts a rich industrial heritage, serving as a vital economic artery for the city. In 2013, the City of Philadelphia introduced the Lower Schuylkill Master Plan, a comprehensive plan to revitalize this 3,700-acre corridor, aiming to transform it into a vibrant, 21st-century industrial area featuring a diverse array of businesses and employment opportunities. A key component of this plan was the establishment of a 510-acre Innovation District within the broader Lower Schuylkill area. This Innovation District is designed to leverage proximity to educational and medical institutions to foster research and development.

The Lower Schuylkill Innovation Campus (LSIC), formerly known as the Lower Schuylkill Biotech Campus, encompasses approximately 40 acres across two 20-acre sites within this Innovation District. Strategically located near University City—home to numerous research institutions and drug development firms—and adjacent to the Schuylkill River, the campus offers a unique blend of urban accessibility and natural beauty. It remains a cornerstone of PIDC's vision for inclusive growth and innovation in Philadelphia.

PIDC has made significant strides in preparing the LSIC for development. Federal, state, and local funding have facilitated environmental assessment and remediation efforts,

ensuring the site is ready for future use. Infrastructure improvements, such as the creation of an access road that will also connect the Schuylkill River Trail to 61st Street, are underway to improve accessibility and connectivity with local neighborhoods.

In 2022, PIDC launched an extensive process to secure a development partner capable of delivering this transformative project. Despite strong initial momentum, evolving market conditions—including challenges in capital markets and life sciences nationally—led to the mutual decision to pause that partnership and revisit our strategy.

Our focus now turns to preparing the LSIC site for future opportunities, ensuring it is “shovel ready” when economic conditions improve. A recently awarded [PA SITES](#) Planning Grant will support the efforts outlined in this RFP (see Appendix A for grant contract).

IV. Scope of Work

While the previously envisioned use for the LSIC centered on life sciences and biotech exclusively, shifting market conditions nationally indicate that the development will be positioned more competitively with a more diverse array of advanced manufacturing and innovative industrial uses. Moreover, community engagement suggests that additional advanced manufacturing careers, in addition to biotech, will offer more access points to career opportunities and economic mobility for Southwest Philadelphia residents. This planning study will support the future redevelopment of the LSIC by including three components as outlined below.

A. Economic Analysis

The LSIC will focus on attracting innovative advanced manufacturing businesses, including companies in Governor Shapiro’s “Key Industry” economic development growth sectors of life sciences and manufacturing. These businesses will be drawn by the campus’ location in a world class city strategically located on the Northeast transit corridor; in proximity to numerous world class healthcare and research institutions and Universities; supported by PIDC and partners’ job training programs; and contributing to continued revitalization of Southwest Philadelphia’s land use and community building goals.

The economic analysis will identify the optimal uses for the site across a range of advanced manufacturing and related industry subareas. Factors for selection will include high-paying job opportunities for employees, less restrictive educational requirements for entry-level employment, positive fiscal impact opportunities for the City, and overall economic impact to the region. The analysis will consider opportunities to create quality jobs with livable wages that are accessible to people without a college degree, while also considering

Philadelphia's strategic and comparative advantage in attracting new business in these innovation fields.

The analysis will include the following elements, using data for Philadelphia and Pennsylvania throughout (subject to change by mutual agreement between PIDC and the project team):

Sector Definition and Categories: Definition of “advanced manufacturing,” including three or more descriptive categories (like high precision technologies, robotics, life sciences, sustainable/green processes and technologies) and associated NAICS, IMPLAN, or similar codes.

1. **Wages and Benefits Analysis:** Comparison of average wages and benefits for those categories (based on individual or aggregated NAICS/IMPLAN codes) versus other major categories (2-digit NAICS codes or similar, like retail, hospitality, etc.) and other types of manufacturing (like warehousing, data centers).
2. **Workforce Requirements:** Information about educational and/or experience requirements for jobs in these industries.
3. **Economic Impact:** Economic impact analysis of target categories (Philadelphia and Pennsylvania).
4. **Fiscal Impact:** Fiscal/tax impact analysis of target categories (Philadelphia and Pennsylvania).
5. **Location Quotient:** Location quotient analysis for target categories.
6. **Shift Share:** Shift share analysis comparing either Philadelphia or Pennsylvania to U.S. averages for target categories.
7. **Highest and Best Use Determination:** Identification of highest and best use for these sites, based on the criteria of quality jobs and overall impact on the Philadelphia and Pennsylvania economies.

B. Infrastructure Gap Analysis

The Infrastructure Gap Analysis will be used to better understand existing utility connections and capacity as well as additional needs given the uses described in the Economic Analysis. A 2019 report produced by Kimley-Horn serves as a baseline for this information.

The Kimley-Horn report analyzed the proposed land use for the North and South Sites to develop resource consumption (“load”) profiles. The load profiles were juxtaposed against the availability of utilities typically purchased directly for the initial and future build out scenarios, and to identify any potential shortfalls in service. The specific elements of this analysis included:

1. Resource Consumption Prediction
 - . Estimating electrical and gas usage for the provided land use for the sites (life science manufacturing).
 - . Outreach to the utility companies (PECO, PGW, PWD, etc.) to assess service availability for the estimated load profiles at each site.
2. Deficiency Resolution Suggestions
 - . Identification of service shortfalls and potential remedies based on results of the utility outreach.

Because we are in the process of broadening the allowable uses for the LSIC, it will be important for the Infrastructure Gap Analysis to provide updated information with the new uses in mind.

C. Preliminary Site Plan

The site plan will be developed by compiling and consolidating existing available survey information for the LSIC and will be informed by the information gathered in the Infrastructure Gap Analysis. It will include preliminary maximum and minimum building footprints for the recommended uses identified by the Economic Analysis.

V. Fee

Proposals shall include costs for each task outlined in Section III of this RFP, broken out by subtask.

VI. Schedule

All work is anticipated to be performed by December 31, 2026. Proposals should include tentative time estimates (in days or weeks) for each task outlined in Section III of this RFP.

VII. Contract and Terms

The term of the contract will be from the time of execution until December 31, 2026. PAID, in its sole discretion, will have the option of extending the contract for two (2) additional six (6) month terms.

PAID will pay invoices accompanied by supporting data and documentation as PAID may require. All payments are contingent upon satisfactory performance of the contract.

VIII. Professional Services Contract

See Appendix B for a sample professional services contract. All requirements (insurance, etc.) are described in the contract. Please note any contract revisions that you request in the proposal. Requested revisions are not guaranteed but will not be entertained if submitted after the proposal. Once a consultant is selected there will be no additional contract negotiations.

IX. Selection Schedule

- A. An optional virtual pre-proposal meeting will be held Wednesday, February 11, 2026 at 11:00 am. Email afredrickson@pidcphila.com and jcohen@pidcphila.com for an invitation.
- B. Questions Due in writing via e-mail to afredrickson@pidcphila.com and jcohen@pidcphila.com, Friday, February 20, 2026 at 5:00 pm;
- C. All questions with respective answers will be posted on www.pidcphila.com/tools/contract-opportunities by Friday, February 27 at 5:00 pm; and
- D. Proposals Due, Wednesday, March 18 at 5:00 pm, submitted electronically to afredrickson@pidcphila.com and jcohen@pidcphila.com. Request delivery receipt to ensure delivery.

IX. Proposals

Proposals should be structured and set forth all such relevant information as follows:

- A. Cover letter.
- B. Respondent's relevant experience, expertise, and sufficient staffing and capacity to complete the work by December 31, 2026.
- C. References from past projects of similar type and scale as this project.
- D. Narrative of the respondent's ability to provide the required services and work products.
- E. Time estimates to complete each task.
- F. Rates to perform services requested, including estimated number of hours per task.
- G. Complete the Certificate of Non-Indebtedness and submit such certificate along with the response to this RFP. A copy of this Certificate is attached as Appendix C to this RFP.

X. Selection

The selection committee will select the Consultant Team based on various criteria, including the following:

- A. Proposed services and rates.
- B. Time estimates.
- C. Team composition and relevant experience/references.
- D. Project-specific expertise.
- E. Overall responsiveness and proposal quality.
- F. Submission of all required documentation as described herein.
- G. Understanding of project scope.

The criteria listed above are not necessarily in order of importance or weight in the selection process. Submissions will be reviewed by a selection committee, which will select a Consultant Team. PIDC reserves the right to identify a short list of teams and hold interviews with selected teams. PIDC reserves the right to replace a firm on the Consultant team with another firm. PIDC also reserves the right, at any time prior to the full execution of an agreement with the selected Consultant Team to proceed with the project, to modify the schedule and scope of this solicitation process, to terminate the RFP process, and to reject or not consider all or any part of any proposal submitted in response to this RFP for any reason or no reason. Further, after review of the proposals, PIDC reserves the right to request additional or clarifying information from any or all of the parties that submit proposals in response to this RFP.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. PIDC strongly encourages small, local businesses to submit proposals; PIDC also encourages larger businesses to partner with smaller, local businesses.

Appendix A

PA SITES Grant Contract

**PENNSYLVANIA STRATEGIC INVESTMENTS TO ENHANCE SITES (PA SITES) PROGRAM
GRANT CONTRACT**

This contract is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Community and Economic Development ("Grantor"), and

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL
DEVELOPMENT DBA PAID
1500 Market St
3500 Centre Square West
Philadelphia PA 19102-2100**

("Grantee").

Under Section 1808-A of Article XVIII-A of the Act of July 11, 2024 (P.L. 550, No. 54), known as the Fiscal Code, Grantor is authorized to award grants to eligible applicants for eligible projects to develop competitive sites for businesses to relocate or expand within the Commonwealth.

The parties, intending to be legally bound, agree as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Contract, the Grantor makes available to the Grantee out of funds appropriated a grant in the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) AND NO CENTS -----** or such portion as may be required by the Grantee and authorized by the Grantor, subject to the condition that it must be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated by reference. In addition, this Contract is subject to Appendix A, Commitment Letter, and Appendix B, Special Conditions.

**ARTICLE II
EFFECTIVE DATES**

The term of this contract commences on the Effective Date (as defined below) and ends on **JUNE 30, 2028**, subject to the other provisions of this contract.

The Effective Date is the date the fully executed Contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior to the contract becoming effective are incurred at the Grantee's risk.

ARTICLE III
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

- (a) The Grantor shall pay the Grantee for eligible project costs incurred under this contract between **OCTOBER 8, 2025** and **JUNE 30, 2028** ("Contract Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms of this contract, the Grantor shall reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Neither the Commonwealth nor the Grantor is liable for any expenditure exceeding the amount stated in this contract or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this contract and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

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- (3) To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.
- (b) Conditions for Payment:
 - (1) Grant payments under this Contract are conditioned upon the completion of any Special Conditions described in Appendix A or otherwise incorporated into this Contract.
 - (2) Costs allocated to program administration are limited to those described in the project budget or as otherwise revised in accordance with the amendment provisions of this Contract described in the Article entitled Amendments and Modifications.
 - (3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.
- (c) The Grantee shall charge to the project account all approved costs of the project. All approved costs, including activities contributed by the Grantee or others and charged to the project account, must be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- (d) Requirement to Invest Grant Funds:

The funds paid to the Grantee in accordance with this Contract must be deposited by the Grantee in a bank or other financial institution in a separate and special expenditures account, to be maintained within its existing accounting system or set up independently; identifiable by reference to the Grantor, proposal name or contract number. The account must be insured by the FDIC.

Subject to applicable rules and regulations and to the provisions of this article, the funds must be continuously invested and reinvested and deposited and redeposited by the Grantee, in accordance with applicable state laws, with a view toward maximizing yield and minimizing the instances of uninvested funds.

Interest or any other income or accumulations earned on funds awarded pursuant to this Contract and totaling more than \$500.00 over the Contract Activity Period must be repaid to the Grantor by means of a check made payable to the Commonwealth of Pennsylvania and submitted simultaneously with the Grantee's Project Audit or Closeout Report.

(e) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

- (A) The Grantee shall use the funds granted under this agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the Grantee fails to carry out the activities, the Grantee shall repay the Grantor the funds previously paid.
- (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return those funds to the Grantor.

In the event the Grantor is entitled to repayment of all or a portion of the funds granted under this agreement, the repayment must include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. Repayment must be in the form and manner directed by the Grantor.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

If the Grantee:

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract. Repayment must be in the form and manner directed by the Grantor.

ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

(a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator must be bonded in the same amount as the check-signer. The amount of the bond required must be adequate to insure the security of all funds received under this Contract as determined by the Grantor and the bond must be maintained until the Contract is closed out by the Grantor.

(b) Liability Insurance:

The Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. The policies must not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where it is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

ARTICLE V COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

All activities authorized by this Contract must be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and any additional requirements as may be attached as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements described in this provision and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee shall comply with all applicable state statutes and regulations.

(b) Commonwealth Standard Terms and Conditions:

(1) Definitions. Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

(2) Indemnification. The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

(3) Nondiscrimination/Sexual Harassment.

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

(B) Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

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

- (ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - (iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - (iv) in any manner 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 subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - (v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (C) Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- (D) Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- (E) Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
 - (F) Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.
- (4) Grantee Integrity.
- (A) Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - (i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (ii) "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
 - (iii) "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - (iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- (v) "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, as may be amended, 4 Pa. Code §7.153(b), apply.
 - (vi) "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- (B) Representations and Warranties.
- (i) Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - (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 are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
 - (ii) Contractor Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the

time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

- (iii) Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - (iv) Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- (C) Grantee Responsibilities. During the term of this agreement, the Grantee shall:
 - (i) maintain the highest standards of honesty and integrity.
 - (ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - (iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - (iv) not accept, agree to give, offer, confer, 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, statement of policy,

management directive, or bulletin applicable to the award of grants or the administration of this agreement.

- (v) not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - (vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - (vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - (viii) immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.
- (D) Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
- (i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

- (ii) 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - (iii) upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
 - (E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.
 - (F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.
- (5) Contractor Responsibility.
- (A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror,

loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

(B) Contractor Representations.

- (i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
- (ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

(C) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

(D) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

(E) Reimbursement. The Contractor shall 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 agreement or any other agreement

between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (F) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

(6) Americans With Disabilities Act.

- (A) No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- (B) Compliance. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- (C) Indemnification. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

(7) Applicable Law and Forum.

This contract is governed by and must be 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 and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of

process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

(8) Right to Know Law.

- (A) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- (B) Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - (i) access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - (ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- (C) Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include 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 Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- (D) Reimbursement.
 - (i) Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any

damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

- (ii) Contractor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
 - (E) Challenges of Commonwealth Release. The Grantee 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 Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
 - (F) Waiver. As between the parties, the Grantee waives 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.
 - (G) Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.
- (9) Offset.
- The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.
- (10) Automated Clearing House (ACH) Payments.
- (A) Payment Method. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

- (B) Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- (C) ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

(11) Worker Protection and Investment.

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- (A) Construction Workplace Misclassification Act;
- (B) Employment of Minors Child Labor Act;
- (C) Minimum Wage Act;
- (D) Prevailing Wage Act;
- (E) Equal Pay Law;
- (F) Employer to Pay Employment Medical Examination Fee Act;
- (G) Seasonal Farm Labor Act;
- (H) Wage Payment and Collection Law;
- (I) Industrial Homework Law;
- (J) Construction Industry Employee Verification Act;
- (K) Act 102: Prohibition on Excessive Overtime in Healthcare;

(L) Apprenticeship and Training Act; and

(M) Inspection of Employment Records Law.

(c) Reimbursement for Travel and Per Diem:

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

(d) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(e) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

If the Grantee:

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania.

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE

This Contract is binding upon and inures to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee shall not assign or transfer its rights under this agreement without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances will the Commonwealth be held liable for any act or omission committed pursuant to an assignment.

ARTICLE VII INDEPENDENT CONTRACTOR

Notwithstanding anything contained in this agreement to the contrary, the rights and duties granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained in this agreement is construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

ARTICLE VIII INTEREST OF PARTIES AND OTHERS

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

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

The Grantee represents and warrants that no elected state official, any employee of the Grantor, immediate family member (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild) of elected state officials or Grantor's employees, or any entity in which any above listed person shall have an ownership interest of 5% or greater, or in which entity any above listed person will have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Contract. Further, the Grantee represents and warrants that it has not

and will not enter any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Contract.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities governed by this agreement without prior written approval of the Grantor. Prior written approval is not required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor will be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b)(3). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee shall ensure that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when the grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. Open and competitive bidding procedures require the Grantee to obtain a minimum of three arm's length bids from vendors capable of providing the goods and performing the services requested. Arm's length transactions occur when the parties to the transaction are not related to one another and each party is acting in its own self-interest. The Grantor may require the Grantee to submit proof of compliance with these procedures, and failure to provide proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the

Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of the records.

All required records must be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In that event, records must be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor progress reports in the form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

If the Grantor determines that the Grantee or its subcontractor(s) has not furnished the reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant
from the Commonwealth of Pennsylvania,
[insert name of Grantor]."

Signs acknowledging the Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

Within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, the Grantee shall submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract.

All terms of this Contract will remain in effect and be binding upon the parties to this agreement until all cancelled checks totaling the entire amount of grant funds received by the Grantee under this Contract are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any additional work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

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

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in a manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available all funds previously approved for application to the activities. During this period all such funds held by the Grantee must be placed in an interest bearing program expenditures account. The Grantee shall not expend any of the funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. If the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, shall suspend payments under this Contract until the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor shall resume payments under this Contract.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of the termination and specifying the termination effective date. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, must be returned to the Grantor on or before the effective date of termination and all project records must be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Contract, when signed by all the parties to this agreement, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

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

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Contract amendment is required to change the termination

date of this Contract, to change the Contract Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. An amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

ARTICLE XIX SEVERABILITY

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

ARTICLE XX CONSTRUCTION

All of the terms of this Contract are expressly intended to be construed as covenants as well as conditions. The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

ARTICLE XXI NONWAIVER OF REMEDIES

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

[Remainder of page left intentionally blank.]

The parties, through their authorized representatives, have properly executed this Contract on the date of the last Commonwealth signature below:

WITNESS:

**PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT DBA PAID**

Preapproved Form # 4-FA-4.0

Office of Attorney General

Date

Vendor Number **125631**

Grantee understands that if it knowingly makes a false statement in its application, the commitment letter, or the above-signed Contract, it may be subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

**Commonwealth of Pennsylvania
Acting through the
Department of Community and
Economic Development**

[Signature Affixed Electronically – see last page]

Secretary/Deputy Secretary

Date

X By [Signature Affixed Electronically – see last page]

Approved:

X By [Signature Affixed Electronically – see last page]

I hereby certify that funds in the amount of **\$250,000** are available under Appropriations Symbol:

6055000001 2441099000 6600800 2025 - \$250,000

Program **GRANT**

Contract # **C000094698**

Approved as to Legality and Form

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds:

[Signature Affixed Electronically – see last page]

Office of Chief Counsel

Date

Preapproved Form # 4-FA-4.0

Office of General Counsel

Date

[Signature Affixed Electronically – see last page]

Comptroller

Date



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

November 5, 2025

Thomas Queenan, Chairman
Philadelphia Authority for Industrial Development DBA PAID
1500 Market St
3500 Centre Square West
Philadelphia, PA 19102-2100

RE: Pennsylvania Strategic Investments To Enhance Sites (PA SITES) Program
Planning Grant \$250,000
Lower Schuylkill Innovation Campus Planning (PAID) Project

Dear Chairman Queenan:

On behalf of Governor Shapiro, I am pleased to inform you that your request for a Pennsylvania Strategic Investments To Enhance Sites Program planning grant has been approved. On behalf of the Commonwealth of Pennsylvania, acting through the Department of Community and Economic Development ("Department"), I hereby transmit to Philadelphia Authority for Industrial Development DBA PAID ("Applicant") an offer for grant assistance in the amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) under the provisions of the Pennsylvania Strategic Investments To Enhance Sites Program.

The grant will be used for professional services and engineering costs associated with the development of a comprehensive real estate plan to develop the Lower Schuylkill Innovation Campus on 40 acres ("Project") located in Philadelphia City, Philadelphia County, Pennsylvania. The grant may not be used for any other activities without first obtaining the written consent of the Department.

The following conditions shall apply to the grant offer:

1. The Applicant shall provide the Department with copies of all project-related invoices for purchase and/or contracts for acquisition and/or work to be paid for with PA SITES funds. The Applicant shall provide the Department with a narrative describing the method followed in selecting contractors or vendors for activities paid for with PA SITES funds. The Applicant shall provide the Department with copies of the public advertisement for bids, bid tabulations, and executed contracts for all Project-related improvements. All contracts must contain a certificate of insurance, performance and payment bonds, and the nondiscrimination/sexual harassment provision attached to this letter.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Please note,

Appendix A
C000094698
Page 1 of 5

certified payrolls will be required to be submitted as part of the reimbursement process. Please refer to Prevailing Wage Act information attached hereto.

3. PA SITES funds must be applied to costs incurred on or before the expiration date of the grant agreement.
4. The Applicant shall enter into the PA SITES Program grant agreement and comply with all of the requirements of the program. The grant agreement includes nondiscrimination/sexual harassment, contractor integrity and similar clauses required of all contracts with the Commonwealth.
5. The Applicant shall provide the Department with satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the Department may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
6. The Applicant shall obtain all other sources of funds for the Project prior to disbursement of grant funds.
7. Once the Applicant has agreed to the terms of this commitment letter and the grant agreement, the Applicant may begin incurring costs associated with the Project as of the date of approval, which is October 8, 2025.
8. The Applicant shall comply with Pennsylvania Strategic Investments To Enhance Sites Program guidelines, which may be viewed at www.dced.pa.gov.
9. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant shall comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement, if applicable.
10. The Department reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
11. The Applicant is responsible, where applicable, for obtaining all state, federal, and local permit approvals required for the Project. Copies of all permit approvals must be provided to the Department prior to disbursement of grant funds.
12. The Applicant may not make or authorize any substantial change in an approved Project without first obtaining the consent of the Department in writing.
13. The Applicant shall maintain full and accurate records with respect to the Project. The Department shall have free access to such records and to inspect all Project work, and other relative data and records. Upon request of the Department, the Applicant shall furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.
14. The Project must be completed prior to the expiration of the grant agreement.

The Applicant shall promptly notify the Department of any events or changes in circumstances that may result in the inability of the Applicant to perform any or all of its obligations under the terms of this commitment letter and or grant agreement.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter along with the included grant agreement. Our receipt of the signed commitment letter and grant agreement will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this grant, please contact the Center for Business Financing, Grants Office at (717) 787-6245.

I would like to thank you on behalf of the Shapiro Administration for investing in the Commonwealth of Pennsylvania and trust this grant will aid your efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. C. Siger', written in a cursive style.

Frederick C. Siger
Secretary



NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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

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

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

ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

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

iv. in any manner 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 subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

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

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

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

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

f. Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on “public work” as defined in the PWA. Information on the PWA and the definition of “public work” may be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html.

The Act’s definition of “public work” has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner’s in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I’s Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I’s assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html. From that webpage, you will see a link for “Prevailing Wage Rates Determination Request Form.” Follow that link to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

Special Conditions:

NONE



Contract: C000094698 - Signature Log
The effective date of this agreement is 01/12/2026 ("Effective Date")

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	12/15/2025	Ilene Burak	PAID Secretary
Grantee	12/15/2025	Sam Rhoads	PAID Assistant Secretary
Chief Counsel	12/23/2025	Souder, Sarah	CWOPA Employee
Executive	01/06/2026	Hanna, Michael	CWOPA Employee
OGC		4-FA-4.0	
OAG		4-FA-4.0	
Comptroller	01/12/2026	Michelle Santos-Light	Comptroller

Appendix B

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of _____ by and between the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania, with offices located at 1500 Market Street, Suite 3500 West, Philadelphia, PA 19102 (hereinafter referred to as “**PAID**”) and [ORGANIZATION NAME], a [Entity Type] organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at [Street Address], Philadelphia, PA [ZIP Code] (hereinafter referred to as “**Provider**”).

WITNESSETH:

WHEREAS, the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Community and Economic Development; and Philadelphia Authority for Industrial Development (“PAID”) entered into the Pennsylvania Strategic Investments to Enhance Sites (PA Sites) Program Grant Contract.

WHEREAS, PAID desires to contract with Provider to provide planning services for the Lower Schuylkill Innovation Campus (LSIC).

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Services.**

Provider, for and in consideration of the compensation described in Section 3 below, agrees to provide professional services to PAID in accordance with the scope of services outlined in Exhibit “A” attached hereto and made a part hereof (the “**Scope of Services**”).

2. **Term.**

The term of this Agreement shall commence on [_____] and shall expire on [_____] unless an Event of Default (hereinafter defined) occurs, in which case this Agreement will terminate in accordance with Section 6 below.

3. **Compensation.**

PAID agrees to pay Provider a sum not to exceed [_____] (\$[_____]). Before any compensation shall be due, Provider shall furnish PAID with an invoice for payment for professional services provided in accordance with this Agreement. Such fee shall be paid to Provider within [thirty (30)] days after PAID’s receipt and approval of an invoice from Provider describing the services provided and any other ancillary charges, in such detail as PAID may reasonably require. Provider shall not incur or charge PAID for any other fees or expenses without PAID’s prior written authorization. Performance beyond the limitations set forth in this Agreement (either financial or otherwise) shall be at the sole risk and responsibility of Provider and PAID shall have no obligation to pay Provider for fees or expenses exceeding the amount stated in this Section 3 or the terms of this Agreement.

4. Representations, Warranties and Covenants.

As an inducement to enter into this Agreement, Provider represents, warrants and covenants as follows:

(a) Neither Provider and nor any entities under common control with Provider or controlled by Provider are currently indebted to PAID, the Philadelphia Industrial Development Corporation (“**PIDC**”), and/or the City of Philadelphia (the “**City**”), and will not, at any time during the term of this Agreement, be indebted to PAID, PIDC, and/or the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City of Philadelphia on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to PAID, PIDC, and/or the City has been established. Provider shall remain current during the term of the Agreement with all such payments. In addition to any other rights or remedies available to PAID at law or in equity, Provider acknowledges that any breach or failure to conform to this Section 4 may, at PAID’s option, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to PAID’s satisfaction within a thirty (30) days or such other reasonable time frame specified by PAID in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement in accordance with Section 6, below (in which case Provider shall be liable for all excess costs and other damages resulting from the termination). Provider acknowledges and understands that any false certification or representation under this Section 4 may be subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(b) Provider shall perform the services set forth in the Scope of Services using personnel of skill, experience, and qualification and in a professional and workman-like manner [in accordance with commercially reasonable standards for similar services] and shall devote adequate resources to meet its obligation under this Agreement.

(c) All services rendered and documents prepared by Provider shall strictly conform to all applicable laws, statutes and ordinances, and the applicable rules regulations, methods and procedures of all governmental boards bureaus offices, commissions and other agencies.

5. Default.

Each of the following shall constitute an Event of Default: (a) failure by Provider to comply with the terms and conditions of this Agreement; (b) failure by Provider to act in accordance with (i) federal, state or local law or (ii) applicable regulations, rules or procedures of governmental boards, commissions or other agencies; or (c) debarment of Provider by federal, state or local agency.

6. Termination.

Upon the occurrence of an Event of Default, PAID may terminate this Agreement by providing written notice to Provider. Any exercise by PAID of this right of termination shall be in addition to and not in substitution for any other rights or remedies under applicable laws. Notwithstanding anything to the contrary in this Agreement, Sections 5, 6 and 8 shall survive termination of this Agreement.

7. Insurance.

Provider shall, at its own cost and expense, procure and maintain in full force and effect, covering the performance of the services under this Agreement, Professional Liability Insurance with the minimum limit of One Million and 00/100 Dollars (\$1,000,000.00).

8. Indemnification.

(a) Provider shall indemnify, defend and hold harmless [PAID, PIDC, and the City] from and against any and all losses, costs (including litigation costs and counsel fees) suits, claims, actions, damages, liability and expenses, including, but not limited to those in connection with loss of life, bodily and personal injury or damage to property to the extent that they may be caused by Provider's act or omission or the act or omission of Providers' agents, subconsultants, employees, or servants pursuant to this Agreement.

(b) If Provider receives notice of a legal claim against it in connection with this Agreement, Provider shall submit the appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the carrier and within ten (10) business days to PAID.

9. Assignment.

Provider shall not assign or transfer any interest in or under this Agreement in whole or in part (whether by assignment or notation), without the prior written approval of PAID. PAID reserves the right to assign any interest in this Agreement in its sole discretion.

10. Ownership of Materials.

Provider shall make available to PAID, upon PAID's request, a copy of any materials prepared by or for Provider in performance of this Agreement, at no cost to PAID. All materials prepared by Provider shall be the sole and absolute property of PAID and PAID shall have title thereto and unrestricted use thereof.

11. Confidentiality.

Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall maintain in strict confidence any and all records, documents and data furnished by PAID to Provider in relation to this Agreement and all deliverables, work product(s), items of work and other materials created by Provider in relation to this Agreement ("**PAID Data**"). Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall not, without PAID's written permission, issue, divulge, disclose, publish, communicate, or distribute any PAID Data to any person or entity except as may be strictly necessary to perform under this Agreement.

12. Public Disclosure.

Provider hereby acknowledges that PAID is an Agency as defined under the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("**RTKL**") and that this Agreement and records related to or arising out of this Agreement, including but not limited to e-mails and notes, may be subject to public disclosure pursuant to the RTKL.

13. Miscellaneous.

- (a) This Agreement, including the Scope of Services attached hereto in Exhibit "A" contains the entire agreement between the parties and supersedes all prior negotiations, representations agreements and understandings, written and oral, regarding the subject matter of this Agreement.
- (b) The individuals executing this Agreement on behalf of Provider and PAID have the authority to execute same and represent that said execution binds Provider and PAID to this Agreement.
- (c) This Agreement may not be waived, altered or modified except by an agreement in writing and signed by the parties hereto.
- (d) If any provision of this Agreement shall for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.
- (e) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- (f) This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
- (g) This Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (h) Time is of the essence of the Provider's obligations under this Agreement and the Scope of Services.
- (i) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same Agreement. This Agreement may be electronically signed, and the parties agree that any electronic signatures on this Agreement will be treated in all respects as having the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____
Name: _____
Title: _____

[PROVIDER]

By: _____
Name: [_____] _____
Title: [_____] _____

Exhibit “A”
Scope of Services

**PROFESSIONAL SERVICES CONTRACT GENERAL CONSULTANT SERVICES
GENERAL PROVISIONS**

TABLE OF CONTENTS

	Page(s)
Article I: Definitions	
1.1 ADA	1
1.2 Additional Services and Materials	1
1.3 Additional Term, Additional Terms	1
1.4 Amendment.....	1
1.5 Applicable Law	1
1.6 Certification of Restrictions on Lobbying	1
1.10 Consultant	1
1.11 Contract.....	2
1.12 Contract Documents.....	2
1.13 Contributions.....	2
1.14 Event of Default.....	2
1.15 Event of Insolvency	2
1.16 General Provisions.....	2
1.17 Initial Term	2
1.18 Interpretation; Number, Gender.....	2
1.19 Materials	2
1.20 Non-Competitively Bid Contract.....	3
1.21 Party; Parties	3
1.22 Person.....	3
1.23 PIDC	3
1.24 Provider.....	3
1.25 Provider Agreement.....	3
1.26 Scope of Services.....	3
1.27 Services	3
1.28 Subcontract	3
1.29 Subcontractor	3
1.30 Suspension Notice.....	4
1.31 Suspension Period.....	4
1.32 Term.....	4
1.33 Termination Notice	4
Article II: Term	
2.1 Initial Term	4
2.2 Additional Terms	4

Article III: Provider’s Duties and Covenants

3.1	Performance Requirements	4
3.2	Compliance with Applicable Law	4
3.3	Additional Services and Materials; Change in Scope of Services	4
3.4	Responsibility	5
3.5	Subcontracts	6
3.6	Relationship with PAID	7
3.7	Time Frame for Submissions	7
3.8	Prompt Payment by Provider	7

Article IV: Provider’s Representations and Covenants

4.1	Provider’s Representation and Covenants	7
-----	---	---

Article V: Compensation

5.1	Unavailability of Funds	10
-----	-------------------------------	----

Article VI: Audits; Inspection; Records

6.1	PAID and/or PIDC Audit	10
6.2	Inspection	10
6.3	Availability of Records	11
6.4	Retention of Records	11

Article VII: Assignment

7.1	Assignment by Provider	11
7.2	Applicability in Case of Bankruptcy or Insolvency	11
7.3	Personal Services	12

Article VIII: Independent Contractor; Indemnification; Litigation Cooperation

8.1	Independent Contractors	12
8.2	Indemnification	12
8.3	Litigation Cooperation	12
8.4	Notice of Claims	12

Article IX: Insurance

9.1	Insurance	12
9.2	Evidence of Insurance Coverage	14
9.3	Fidelity Bond	14

Article X:	Ownership of Materials; Proprietary Information; Confidentiality	
10.1	Ownership of Materials.....	14
10.2	Non-Disclosure	15
Article XI:	Events of Default	
11.1	Events of Default	15
11.2	Notice and Cure	16
Article XII:	Remedies	
12.1	PAID’s Remedies.....	16
12.2	Concurrent Pursuit of Remedies; No Waiver	17
Article XIII:	Termination and Suspension	
13.1	Termination or Suspension for Convenience.....	18
13.2	Provider Responsibilities upon Termination or Suspension.....	18
13.3	Payment of Provider upon Termination or Suspension	18
13.4	Suspension	19
Article XIV:	Additional Representations and Covenants of Provider Relating to Certain Applicable Laws	
14.1	Non-Discrimination; Fair Practices	20
14.2	Chapter 17-400 of the Philadelphia Code: Exclusionary Private Organizations...	20
14.3	Executive Order 03-12: Minority, Woman, and Disabled Business Enterprise Participation	20
14.4	Federal Laws	21
14.5	Americans With Disabilities Act	21
14.6	Chapter 17-1300 of the Philadelphia Code: Philadelphia 21 st Century Minimum Wage and Benefits Standard	21
14.7	Chapter 17-1400 of the Philadelphia Code: Contribution and Other Mandatory Disclosures	23
Article XV:	Miscellaneous	
15.1	Governing Law	25
15.2	Amendments; Waiver	25
15.3	Integration	25
15.4	No Joint Venture	25
15.5	No Third-Party Beneficiaries.....	25
15.6	Counterparts	26
15.7	Severability and Partial Invalidity	26
15.8	Survival	

15.9	Interpretation; Order of Precedence.....	26
15.10	Headings	26
15.11	Statutes and Other Citations.....	26
15.12	Days	26
15.13	Forum Selection Clause; Consent to Jurisdiction	26
15.14	Waiver of Jury Trial.....	27
15.15	Notices	27
15.16	Electronic Signatures	21

GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

1.1 **ADA.** "ADA" shall have the meaning set forth in Section 14.4 (Americans with Disabilities Act) below.

1.2 **Additional Services and Materials.** "Additional Services and Materials" shall have the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.

1.3 **Additional Term, Additional Terms.** "Additional Term" and "Additional Terms" shall have the meanings set forth in Section 2.2 (Additional Terms) below.

1.4 **Amendment.** "Amendment" means a written modification or change to any Contract Document signed by both Parties.

1.5 **Applicable Law.** "Applicable Law" means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City of Philadelphia, the Commonwealth of Pennsylvania and the United States of America.

1.6 **Certification of Restrictions on Lobbying.** "Certification of Restrictions on Lobbying," if required in the Provider Agreement, means a certificate in the form attached to the Provider Agreement.

1.7 **Contract.** The "Contract" means the agreement of the Parties evidenced by the Contract Documents. References to this "Contract" shall mean this Contract as the same may be in effect at the time such reference becomes operative.

1.8 **Contract Documents.** The "Contract Documents" means these General Provisions, the Provider Agreement, and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.

1.9 **Contributions.** "Contributions" shall have the meaning set forth in the Pennsylvania Election Code, 25 P.S. Section 3241.

1.10 **Event of Default.** "Event of Default" means those events defined and identified in Section 11.1 (Events of Default) of these General Provisions.

1.11 **Event of Insolvency.** "Event of Insolvency" means (a) the filing of a voluntary petition by Provider under the Federal Bankruptcy Code or any similar state or federal law; or (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; or (c)

Provider's making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; or (f) Provider proves unable to pay its obligations as they mature; or (g) Provider is insolvent as otherwise defined under any Applicable Law.

1.12 **General Provisions.** "General Provisions" means these "Professional Services Contract General Provisions for General Consultant Services", which contain the standard provisions required by PAID in its general consultant professional services contracts, and any exhibits identified in these General Provisions.

1.13 **Initial Term.** "Initial Term" shall have the meaning set forth in Section 2.1 (Initial Term) below.

1.14 **Interpretation; Number, Gender.** The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole, including all of the Contract Documents and not to any particular article, section, subsection or clause contained in the Contract Documents. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

1.15 **Materials.** "Materials" means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared or developed by Provider in connection with the Services, or for Provider by a Subcontractor in connection with the Services, and supplied to PAID by Provider or its Subcontractor pursuant to this Contract.

1.16 **Party; Parties.** A "Party" means either PAID or Provider; the "Parties" means PAID and Provider.

1.17 **Person.** "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

1.18 **PIDC.** "PIDC" means the Philadelphia Industrial Development Corporation, a nonprofit corporation existing under the laws of the Commonwealth of Pennsylvania.

1.19 **Provider.** "Provider" means the Person providing Services and Materials to PAID as defined in the heading of the Provider Agreement.

1.20 **Provider Agreement.** The "Provider Agreement" means the instrument, part of the Contract Documents, which sets forth the terms, covenants and conditions specific to Provider's engagement.

1.21 **Scope of Services.** "Scope of Services" means the document(s) attached as an exhibit (or as exhibits) to the Provider Agreement, which set(s) forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

1.22 **Services.** "Services" means the work to be performed under this Contract as specified in the Provider Agreement.

1.23 **Subcontract.** "Subcontract" means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.

1.24 **Subcontractor.** "Subcontractor" means a Person performing under a contract with Provider some part of the Services or Materials.

1.25 **Suspension Notice.** "Suspension Notice" means a written notice from PAID to Provider pursuant to Section 13.1 (Termination or Suspension for Convenience) below suspending Provider's performance under this Contract.

1.26 **Suspension Period.** "Suspension Period" means the period designated by PAID in a Suspension Notice during which PAID has suspended Provider's performance under this Contract.

1.27 **Term.** "Term" has the meaning set forth in Section 2.1 (Initial Term) of the Provider Agreement.

1.28 **Termination Notice.** "Termination Notice" means a written notice from PAID to Provider pursuant to Section 13.1 (Termination or Suspension for Convenience) below terminating this Contract.

ARTICLE II: TERM

2.1 **Initial Term.** The initial term ("Initial Term") of this Contract is set forth in Section 2.1 of the Provider Agreement.

2.2 **Additional Terms.** PAID may, at its sole option, amend this Contract to add up to _____ () successive _____ () year terms ("Additional Terms"), unless any shorter term (or terms) is specified in the Provider Agreement. Unless otherwise stated in the Provider Agreement, the same terms and conditions applicable in the Initial Term shall be applicable in the Additional Term(s). PAID shall give Provider thirty (30) days' written notice of its intent to amend this Contract to add an Additional Term(s) prior to the end of either the Initial Term or the Additional Term.

ARTICLE III: PROVIDER'S DUTIES AND COVENANTS

3.1 **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined by PAID in its sole discretion.

3.2 **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider's activities, Services, Materials and facilities used in connection with any aspect of this Contract. Provider shall inform PAID, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider's receipt thereof, and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency.

3.3 **Additional Services and Materials: Change in Scope of Services.** At any time during the term of this Contract, PAID may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation if necessary. Provider shall not commence to perform or provide, and PAID shall not pay for, any services or materials not included in this Contract (the "Additional Services and Materials") unless and until Provider receives written pre-authorization (by change order or other request) from PAID that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider's then current standard rates for such Services or Materials, (b) such rates as PAID and Provider may have negotiated for this Contract, as set forth in the Provider Agreement, or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like Services and Materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of PAID, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. PAID shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. PAID shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4 **Responsibility.**

(a) Notwithstanding the acceptance and approval by PAID of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider's Materials and Services.

(b) PAID's review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty' or guaranty by PAID as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of PAID's rights or privileges under this Contract or of any cause of action arising out of the performance of this

Contract. No Person shall have any right to rely in any way on PAID's review, approval or acceptance of Provider's Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to PAID caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by PAID under this Contract shall not constitute approval otherwise required by any City department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under Applicable Law.

(c) Without limiting Provider's responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to PAID.

3.5 **Subcontracts.**

(a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of PAID.

(b) Provider shall submit to PAID copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for PAID's consent. Provider is required to make the six good faith efforts described in 40 CFR 33.301 if soliciting a Subcontractor. All such Subcontracts must specify that:

(1) work performed by Subcontractor shall be in conformity with the terms of this Contract;

(2) nothing contained in such Subcontract shall be construed to impair the rights of PAID under this Contract;

(3) PAID's consent to or approval of any Subcontract shall not create any obligation of PAID to any Subcontractor;

(4) nothing contained in such Subcontract, or under this Contract, shall create any obligation of PAID to any Subcontractor;

(5) PAID shall be-expressly designated "a third party beneficiary of the Subcontract;

(6) upon request by PAID (at PAID's sole option) and upon receipt of written notice from PAID stating that this Contract between PAID and Provider has been terminated, Subcontractor agrees that it will continue to perform its obligations under the Subcontract for the benefit of PAID in conformity with the terms and conditions of this Contract, provided PAID pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between PAID and

Provider at the same rate or in the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination;

(7) Subcontractor shall be bound by the same terms, covenants and conditions as Provider under this Contract; including, without limitation, confidentiality, maintenance and preservation of records, and audit by government representatives, under this Contract;

(c) In accordance with 40 CFR 33.302, Provider shall:

(1) Pay its Subcontractor for satisfactory performance no more than thirty (30) days from Provider's receipt of payment from PAID.

(2) Notify PAID in writing prior to any termination of a Subcontractor for convenience by Provider.

(3) If a Subcontractor fails to complete work under the Subcontract for any reason, Provider must employ the six good faith efforts described in 40 CFR 33.301 if soliciting a replacement Subcontractor.

(4) Provider must provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors (as defined in 40 CFR 33.103).

(d) No permitted Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.

(e) Any purported Subcontract made in violation of this Section or of any other Section in this Contract shall be null and void.

3.6 **Relationship with PAID.** Neither Provider's personnel nor any Subcontractor personnel shall be employees of PAID. Provider shall notify PAID of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with PAID.

3.7 **Time Frame for Submissions.** Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or as mutually agreed upon in writing by PAID and Provider. Absent any such written time frames, Provider shall perform its obligations under this Contract diligently and promptly and in any and all event before the scheduled expiration of the Term.

3.8 **Prompt Payment by Provider.** Provider agrees to pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract,

including, without limitation, Subcontractors and suppliers. Provider shall provide, upon request of PAID, reasonable evidence that these Persons have been fully and timely paid.

ARTICLE IV: PROVIDER'S REPRESENTATIONS AND COVENANTS

4.1 **Provider's Representations and Covenants.** Provider makes the following representations, warranties and covenants upon which PAID has relied as a material consideration for the execution and delivery by PAID of this Contract. The representations, warranties, and covenants stated below shall continue throughout the Term of this Contract. In the event said representations, warranties, and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to PAID, specifying the manner in which said representation, warranty, or covenant is untrue or inaccurate.

(a) **Good Standing.** If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.

(b) **Authority to Act.** Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or by which Provider may be bound or affected; and (3) Provider's tax exempt status, if applicable. No consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

(c) **Legal Obligation.** This Contract has been duly authorized, executed and delivered by Provider, by and through individuals duly authorized to execute this Contract on behalf of Provider, and constitutes the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with its terms.

(d) **No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or

other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any. Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.

(e) **Requisite Licensure and Qualifications.** Provider and all of the Persons acting on Provider's behalf, including, without limitation, Subcontractors, in connection with the Services and Materials under this Contract, possess and, at all times during the Term of this Contract, shall possess all licenses, certifications, qualifications or other credentials required in accordance with Applicable Law and the terms of this Contract, to perform the Services and provide the Materials. Provider shall provide PAID with copies of all licenses, credentials and certifications required under this Section within five (5) days of request by PAID.

(f) **No Adverse Interests.** Except as disclosed in writing and approved in advance by PAID, neither Provider nor any of its directors, officers, members, partners or employees, has any interest, or will acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.

(g) **Commercial Activity License.** Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License, issued by the C'ty's Department of Licenses and Inspections, to do business in the city of Philadelphia.

(h) **Non-Suspension; Debarment.** Provider and all of the individuals acting on Provider's behalf including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to PAID a full, complete written explanation as to why Provider cannot so warrant.

ARTICLE V: COMPENSATION

5.1 **Unavailability of Funds.** If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed and Materials delivered under this Contract, PAID may exercise one of the following options without liability or penalty to PAID:

(a) Terminate this Contract effective upon a date specified in a Termination Notice; or

(b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

PAID's exercise of either option under this Section shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and

Materials satisfactorily performed and delivered prior to such termination or modification of this Contract under this Section.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

6.1 **PAID and/or PIDC Audit.** From time to time during the Initial Term and any Additional Term(s) of this Contract, and for a period of five (5) years after the expiration or termination of this Contract, PAID and/or PIDC may audit any and all aspects of Provider's performance under this Contract, including but not limited to its billings and invoices. Audits may be conducted by representatives, agents or contractors of PAID and/or PIDC, including other authorized City representatives including, without limitation, the City Controller. If requested by PAID and/or PIDC, Provider shall submit to PAID and/or PIDC all vouchers or invoices presented for payment pursuant to this Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by PAID and/or PIDC.

6.2 **Inspection.** All Services and Materials shall be subject to inspection and review by PAID, PIDC, federal and state representatives, as may be applicable, or their designees, at the offices of Provider in the city of Philadelphia, or in another location with the inspecting or reviewing entity's consent. Provider shall cooperate with all PAID, PIDC, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

6.3 **Availability of Records.** Provider shall make available, to PAID and/or PIDC at reasonable times during the Term of this Contract and for the period set forth in Section 6.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor) of any other federal and state auditors, as may be applicable.

6.4 **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for a period of five (5) years following expiration or termination of this Contract; however, if any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

ARTICLE VII: ASSIGNMENT

7.1 **Assignment By Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of PAID. The decision whether to consent to an assignment, the timing of consent (if any), and conditions to such consent, if any, shall each be at PAID's sole discretion. Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this provision shall be void and of no effect. PAID's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by PAID to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1 (Assignment by Provider), an assignment includes the acquisition of Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

7.2 **Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceedings concerning Provider shall comply with the requirements set forth in Section 7.1 (Assignment by Provider) above.

7.3 **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and PAID shall have no obligation to accept performance by a third party without PAID's prior and express written consent.

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

8.1 **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of PAID. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of PAID.

8.2 **Indemnification.** Provider shall indemnify, defend and hold harmless PAID, PIDC, its officers, employees and agents (PAID and PIDC are collectively the "Indemnitees"), from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

8.3 **Litigation Cooperation.** If, at any time, any of the Indemnitees become involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the Indemnitees pursuant to the provisions of Section 8.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the Indemnitees in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

8.4 **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to PAID.

ARTICLE IX: INSURANCE

9.1 **Insurance.** Unless otherwise approved by PAID in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to PAID. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to PAID the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to PAID in the event coverage is materially changed, cancelled, or non-renewed. PAID, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to PAID an endorsement stating that the coverage afforded PAID and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of PAID, its officers, employees or agents shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability.**

(1) **Workers' Compensation: Statutory Limits**

(2) **Employers' Liability: \$500,000 Each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.**

(3) **Other states insurance including Pennsylvania.**

(b) **General Liability Insurance.**

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. PAID may require higher limits of liability if, in PAID's sole discretion, the potential risk warrants.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability Insurance.

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Owned, non-owned, and hired vehicles.

(d) Professional Liability Insurance.

(1) Limit of Liability: \$1,000,000 with a deductible not to exceed \$25,000.

(2) Coverage: Errors and omissions including liability assumed under Contract.

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

9.2 **Evidence of Insurance Coverage.** The original certificates of insurance and endorsement adding PAID and PIDC as additional insured must be submitted to PAID at the address set forth in the Notice Section of the Provider Agreement. Submission must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. PAID, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit PAID, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. PAID reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.

9.3 **Fidelity Bond.** When required by PAID, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified in the Provider Agreement, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of

(a) \$10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name PAID as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to PAID prior to the commencement of Services in conformity with the requirements of Section 9.3 (Evidence of Insurance Coverage) above.

ARTICLE X: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

10.1 Ownership of Materials.

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of PAID and PAID shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. §101, as amended from time to time, PAID and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for PAID; as that term is used in 17 U.S.C. §§101 and 201(b), as amended from time to time. To the extent that any Materials relating to this Contract developed by or for Provider embody one or more copyrightable works but are neither a "compilation" nor any other form of "work made for hire," Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to PAID. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: "© _ Philadelphia Authority for Industrial Development" [complete then current year in blank line].

(b) Provider shall make available to PAID, upon PAID's request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to PAID.

(c) Provider hereby grants, and shall require its Subcontractors to grant, to PAID a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by PAID under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to PAID with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.

10.2 Non-Disclosure. During the Initial Term and any Additional Term(s) of this Contract and thereafter, except with the prior written consent of PAID, Provider will not:

(a) Issue, publish or divulge any Services or Materials developed or used in the performance of this Contract in any public statement, thesis, writing, lecture or other verbal or written communication; or

(b) Disclose, or use to its advantage or gain, confidential information of any nature acquired from PAID or acquired as a result of Provider's activities in connection with this Contract.

ARTICLE XI: EVENTS OF DEFAULT

11.1 **Events of Default.** Each of the following shall be an Event of Default by Provider under this Contract:

- (a) Failure by Provider to comply with any provision of this Contract;
- (b) Occurrence of an Event of Insolvency with respect to Provider;
- (c) Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to PAID by Provider;
- (d) Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify PAID upon discovery of any misappropriation;
- (e) A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Provider, its directors, employees, or agents (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract;
- (f) Indictment of or other issuance of formal criminal charges against Provider, its directors, employees or agents for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred; and/or
- (g) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under a federal, state or local law, rule or regulation.

11.2 **Notice and Cure.** PAID agrees that PAID will not exercise any right or remedy provided for in Section 12.1 (PAID's Remedies) below because of any Event of Default unless PAID shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as PAID may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from PAID shall be required nor shall PAID permit any period for cure if:

- (a) Provider has temporarily or permanently ceased providing Services and Materials;
- (b) The Event of Default creates an emergency which requires, as determined by PAID in PAID's sole discretion, immediate exercise of PAID's rights or remedies;

(c) PAID has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract;

(d) An Event of Default occurs as described in 11.1(e) above or 11.1(f) above;
or

(e) Provider has failed to obtain or maintain the insurance or any bond required under this Contract.

Nothing contained in this Section shall limit PAID's rights under Article XII (Remedies) below.

ARTICLE XII: REMEDIES

12.1 PAID's Remedies.

(a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then PAID may, but shall not be obligated to, without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

(1) perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by PAID. Provider shall be liable to PAID for all sums paid by PAID and all expenses incurred by PAID (or a third party) pursuant to this Section 12.1(a)(1), together with interest at the highest legal rate permitted in the Commonwealth of Pennsylvania thereon from the date PAID or its agent incurs such costs. PAID shall not in any event be liable for inconvenience, expense or other damage incurred by Provider by reason of PAID's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by PAID's exercise of its rights under this Section 12.1; (PAID's Remedies).

(2) withhold payment of, or offset against, any funds payable to or for the benefit of Provider;

(3) collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider; or

(4) exercise any other right PAID has or may have at law, in equity, or under this Contract.

(b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then PAID may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully

in Article XIII (Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended. If this Contract is terminated, PAID shall issue a written Termination Notice which shall set forth the effective date of the termination.

(c) The Services and Materials purchased from Provider are unique and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which PAID is entitled, PAID shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

12.2 **Concurrent Pursuit of Remedies; No Waiver.** PAID may exercise any or all of the remedies set forth in this Article XII (Remedies), each of which may be pursued separately or in conjunction with such other remedies as PAID in its sole discretion shall determine. No extension or indulgence granted by PAID to Provider shall operate as a waiver of any of PAID's rights in connection with this Contract. The rights and remedies of PAID as described in this Article XII (Remedies) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to PAID under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

13.1 **Termination or Suspension for Convenience.** In addition to its rights under Articles V (Compensation) and XII (Remedies) above, PAID shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Initial Term or any Additional Term(s) of this Contract, for any reason, including, without limitation, the convenience of PAID. If this Contract is terminated solely for PAID's convenience, PAID shall issue a written Termination Notice, which shall set forth the effective date of the termination. If this Contract is suspended solely for PAID's convenience, PAID shall issue a written Suspension Notice, which shall set forth the effective date of the suspension.

13.2 Provider Responsibilities upon Termination or Suspension.

(a) Upon PAID's transmission of a Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall

(1) take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and

(2) upon request by PAID by notice to Provider, collect, assemble and transmit to PAID all Materials in such state of completion as may exist as of the effective date of the termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of PAID and delivered to PAID by Provider on or before the date set forth in the Termination Notice for delivery of the Materials or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. Provider

waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.

(b) PAID's termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.

(c) There shall be no liability, cost or penalty to PAID for termination or suspension of this Contract.

13.3 Payment of Provider upon Termination or Suspension.

(a) Upon termination or suspension of this Contract by PAID for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by PAID and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:

(1) no allowance shall be included for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and

(2) PAID shall deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by PAID in order to satisfactorily complete the Services and Materials required to be performed by Provider under, this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of PAID as may be incurred or result from such termination for an Event of Default.

(b) In the event of termination or suspension of this Contract by PAID for PAID's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of termination. PAID shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.

13.4 Suspension. Suspension of Provider's performance under this Contract after an Event of Default shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of PAID's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy. In the event that PAID issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred and eighty (180) days after the effective date (the "Suspension Period"). On or prior to the expiration of the Suspension Period, PAID shall either terminate this Contract by giving a Termination Notice pursuant to Section 13.1 (Termination or Suspension for Convenience) above, or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. After issuing a Suspension Notice, PAID shall pay any invoices submitted by Provider for

Services rendered prior to the commencement of the Suspension Period or otherwise payable by PAID to Provider under this Contract, subject to all of PAID's rights and remedies against Provider, including but not limited to its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

ARTICLE XIV: ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER RELATING TO CERTAIN APPLICABLE LAWS

In addition to the representations, warranties and covenants made by Provider in Article IV, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties and covenants provided pursuant to this Article shall continue to remain true throughout the Term of this Contract or any other period of time required by such laws. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to PAID, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate. The provisions of this Article are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

14.1 Non-Discrimination; Fair Practices. Provider shall not discriminate or permit discrimination against any individual because of race, color, religion, ancestry or national origin, sex, gender identity, sexual orientation, age or disability. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection or engage in any other act or practice made unlawful under Title VI of the Civil Rights Act and other nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section 14.1 (Non-Discrimination; Fair Practices), PAID may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith. Notwithstanding the foregoing, Provider shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of Subcontracts awarded under this Contract.

14.2 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. As required by 2 CFR 200.216, Provider shall not procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

14.3 Federal Laws. Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d - 2000d.7), Section 504 of the Federal

Rehabilitation Act of 1973 (29 U.S.C. Section 794), the Age Discrimination Act of 1975, (42 U.S.C. Sections 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

14.4 **Americans With Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans With Disabilities Act (the "ADA"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time.

ARTICLE XV: MISCELLANEOUS

15.1 **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15.2 **Amendments; Waiver.** This Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties. Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

15.3 **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.

15.4 **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between PAID and Provider with respect to the Services or the Materials.

15.5 **No Third-Party Beneficiaries.** With the exception of the remedy provided to third party beneficiaries by Section 14.10(e) and excepting the U.S. Environmental Protection Agency, nothing in this Contract, express or implied, is intended or shall be construed to confer upon or

give to any other Person, other than the Parties, any rights, remedies, or other benefits, including but not limited to third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party excepting the U.S. Environmental Protection Agency with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

15.6 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

15.7 **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.8 **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, along with the following: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations, Warranties and Covenants) above; Provider's obligation to indemnify, defend and hold harmless PAID, PIDC, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; and the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above.

15.9 **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of these General Provisions and the terms of the Provider Agreement, the terms of these General Provisions shall control, except to the extent (if any) that the Provider Agreement contains an express change, by specific reference, to the General Provisions.

15.10 **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

15.11 **Statutes and Other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute or citation referenced, as it may be amended or superseded from time to time.

15.12 **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.

15.13 Forum Selection Clause; Consent to Jurisdiction. The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 (Notice) of the Provider Agreement.

15.14 Waiver of Jury Trial. Provider hereby waives trial by jury in any legal proceeding in which PAID is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which PAID relied in entering into this Contract.

15.15 Notices. All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); and (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the addresses set forth in Section 5.1 (Notice) of the Provider Agreement, or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 15.15 (Notices).

15.16 Electronic Signatures. The Parties acknowledge that either Party's Electronic Signature, whether digital or encrypted, included and affixed hereto is intended to authenticate this writing and shall have the same force and effect as a manual signature affixed to this Contract. "Electronic Signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Pennsylvania Uniform Electronic Transactions Act, as amended from time to time.

Appendix C

Certificate of Non-Indebtedness

CERTIFICATE OF NON-INDEBTEDNESS
TO THE CITY OF PHILADELPHIA,
THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT &
THE PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION

The individual or firm listed below hereby certifies and represents to the City of Philadelphia (City), the Philadelphia Authority for Industrial Development (PAID) and its agent, the Philadelphia Industrial Development Corporation (PIDC), that the individual(s) or firm(s) or the firm's parent company(ies) and subsidiary(ies) are not currently indebted to the City, PAID, or PIDC, nor will be indebted to the City, PAID, or PIDC, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City, PAID, or PIDC has been established. In addition to any other rights or remedies available at law or in equity, individual(s) or firm(s) acknowledges that any breach of or failure to conform to this certification may, at the option and direction of PAID or PIDC result in disqualification from further consideration of the attached proposal.

PURCHASER

By: _____
Name: _____
Title: _____