

EXHIBIT A

NONDISCRIMINATION CLAUSE

During the term of this Contract, the Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent Contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practice of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this Contract or with any such laws, this Contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the Contracting agency and the Office of Administration, Bureau of Minority and Women Business Opportunities (BMWBO) for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Contracting Agency and/or the Bureau of Minority and Women Business Opportunities (BMWBO).
8. Contractor shall actively recruit minority and women Subcontractors or Subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every Subcontract so that such provisions will be binding upon each Subcontractor.
10. Contractor's obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or where the Contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

EXHIBIT B

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.
 - a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring a Contract with the Commonwealth and/or Owner.
 - b. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth and/or Owner, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Owner shall be deemed to have consented by virtue of execution of this Agreement.
 - c. Contractor means the individual or entity that has entered into this Agreement with the Commonwealth and/or Owner, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
 - d. Financial Interest means:
 - (1) Ownership of more than a five percent (5%) interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Owner.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth and/or Owner, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth and/or Owner.
5. The Contractor shall not, in connection with this or any other Agreement with the Commonwealth and/or Owner, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth and/or Owner.
6. Except with the consent of the Commonwealth and/or Owner, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of Work under this Agreement except as provided therein.
7. Except with the consent of the Commonwealth and/or Owner, the Contractor shall not have a financial interest in any other Contractor, Subcontractor, or supplier providing services, labor, or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth and/or Owner in writing.
9. The Contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of the Commonwealth and/or Owner, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Commonwealth and/or Owner to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this Agreement. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth and/or Owner may terminate this and any other Agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth and/or Owner. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth and/or Owner may have under law, statute, regulation, or otherwise.

EXHIBIT C

CONTRACTOR RESPONSIBILITY PROVISION

1. Contractor certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Contractor also acknowledges that if it is currently under suspension or debarment, its bid, in most instances, will not be accepted or considered.
2. If Contractor enters into any subcontracts under this Contract with subcontractors who are currently suspended or debarred by the Commonwealth of Pennsylvania during the term of this Contract or any extensions or renewals thereof, the University shall have the right to require the Contractor to terminate such contracts.

EXHIBIT D

TAX LIABILITY PROVISIONS

1. The Contractor, by execution of the Contract:
 - a. Certifies that the Contractor has no outstanding tax liability to the Commonwealth of Pennsylvania;
 - b. Authorizes the Department of Revenue to release information related to its tax liability to the Department of General Services; and
 - c. Authorizes the Commonwealth to offset any state and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth and/or Owner from the Contractor, against any payment due to the Contractor under a Contract with the Owner or the Commonwealth.
2. The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Commonwealth and/or Owner in entering into the Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Commonwealth and/or Owner may find the Contractor in default and terminate the Contract. Erroneous certification may also be grounds for the initiation of civil or criminal proceedings.

EXHIBIT E

TRADE PRACTICES ACT CONTRACT CLAUSE

1. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. Section 773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, Spain, South Korea, Mexico, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted.
 - a. Brazil: Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bars; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
 - b. Spain: Certain stainless steel products including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; prestressed concrete steel wire strand; and certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.
 - c. South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
 - d. Mexico: Certain iron-metal construction castings including manhole covers, rings and frames, catch basin frames and grates, clean-out covers, grates, meter boxes, and valve boxes; galvanized carbon steel sheet; cold-rolled carbon steel sheet; carbon steel sheet; carbon steel plate in coil; carbon steel plate cut to length; and small diameter carbon steel plate welded pipe.
 - e. Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violation of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

NOTE: This provision in no way relieves the Contractor of responsibility to comply with those provisions of an invitation to bid which prohibits the use of foreign-made steel and cast-iron products.

EXHIBIT F

STEEL PRODUCTS PROCUREMENT ACT CONTRACT CLAUSE

1. In the performance of any Contract awarded pursuant to this Invitation to Bid, the Contractor, Subcontractors, materialmen, or suppliers shall use only steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly, processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel-making process. Steel products include not only cast-iron products but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).
2. When unidentified steel products are supplied under a Contract, before any payment will be made, the Contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the Contractor must submit certification which satisfies the Owner that the Contractor has fully complied with this provision. The Owner shall not provide for or make any payments to any person who has not complied with the Act. Any such payments made to any person by the Owner which should not have been made as a result of the Act shall be recoverable directly from the Contractor, Subcontractor, manufacturer, or supplier who did not comply with the Act.
3. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to the Owner for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a Subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work or supplying any materials to the Owner for a period of five years from the date of the determination that a violation has occurred.
4. The Contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply Contract so that the provisions of the Act shall be binding upon each Subcontractor and supplier.

EXHIBIT G

PUBLIC WORKS CONTRACTOR'S BOND LAW OF 1967 CONTRACT CLAUSE

1. Prior to the award of any Contract, the Contractor to be awarded must furnish the following bonds which shall become binding upon the award of the Contract to the Contractor.
 - a. A performance bond at 100 percent of the Contract Amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract. Such bond shall be solely for the protection of the University.
 - b. A payment bond at 100 percent of the Contract Amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Prime Contractor to whom the Contract was awarded, or to any of its Subcontractors, in the prosecution of the Work provided for in such Contract and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or materials" includes public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site.

EXHIBIT H

PENNSYLVANIA PREVAILING WAGE ACT CONTRACT CLAUSE

1. The Contract with the awarded Contractor is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. Section 165-1 et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform this Contract during the term hereof for the locality in which the Work is to be performed.