

AGREEMENT FOR THE RENTAL OF THE FORUM

This Agreement is made this _____ day of _____ 20____, by and
Between the Pennsylvania Department of General Services (*hereinafter "the Department"*) and

(hereinafter "Lessee").

WHEREAS, Lessee has requested the use of the Forum auditorium in the Forum Building,
5th & Walnut Streets, Harrisburg, PA (*hereinafter "The Forum"*) and

WHEREAS, the Department is willing to rent the Forum to Lessee in accordance with the
terms and conditions hereof.

NOW THEREFORE, the Department and Lessee agree as follows:

1. **Permission.** The Department grants unto Lessee the right to use The Forum together with
the necessary exits, entrances and halls or passageways leading to and from the same solely for the
following purpose: _____. This purpose shall
hereinafter be called the "Event".

2. **Term.** The Department has approved the Lessee's use of The Forum for the time period
commencing at _____ o'clock, __M. and terminating at _____ o'clock, __M.,
on _____, the _____ day of _____, 20_____.

3. **Rent.** Lessee shall pay the Department, as rent, the sum of \$_____ (the "base amount")
plus any additional applicable charges as shown on Exhibit A. An amount equal to one-half of the
rent shall be payable to the Department within ten (10) calendar days of booking the Event. The
remainder and estimated expenss are due seven (7) calendar days before the Event is held.
Lessee's rental payments are non-refundable and shall be made in the form of cash, certified
check, or money order. It is Lessee's responsibility to ensure that payments are made within the
timeline specified above. If payment in full is not received by the Department prior to the Event,
it will be subject to cancellation.

4. **Licenses and Taxes.** Lessee shall procure and pay for any and all licenses and taxes of
every nature and description required by any and all ordinances or statutes of any political body -
local, state, or federal - as shall apply to the use. Lessee shall provide the Department with copies

of the licenses and receipts as evidence that the proper licenses have been obtained and the taxes have been paid. It shall be specifically understood that the Department shall not, in any way, be responsible for any matters relating to such ordinances or the taxes due for the same.

5. **Insurance.** Lessee shall procure and maintain at its expense the following types of insurance, issued by companies acceptable to the Department and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

a. Workers Compensation Insurance for all of Lessee's employees and those of any sub-contractor, engaged in work at The Forum in accordance with the Worker's Compensation Act of 1913 and any supplements or amendments thereof.

b. Public liability and property damage insurance to protect the Department and any and all sub-contractors from claims for damages for personal injuries (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from operation under this agreement, whether such operation be by Lessee, by any sub-contractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$250,000.00 each person and \$1,000,000.00 each occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as additional insured.

Prior to the commencement of the term of the use, Lessee shall provide the Department with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least five (5) days' written notice has been given to the Department.

6. **Utilities.** The Department will furnish water, light, and heat by the systems currently installed, and will clean the quarters leased and appurtenances belonging thereto, unless otherwise stipulated herein.

7. **Damage to Property.** Lessee will not mar, injure, nor in any manner, deface The Forum, or the Forum Building, and will not cause or permit anything to be done whereby The Forum or said building shall be, in any manner injured, marred, or defaced and will not drive or permit to be driven any nails or tacks into walls, ceilings, or floors of said building, and will not remove or change the locations of any furniture, fixtures or desks. The Department shall not be responsible for any loss or damage or injury that may arise or come to Lessee's property from any cause whatever during, prior to, or subsequent to the period covering this agreement. Lessee shall also agree to restore or pay, in addition to the stipulated rental and other fees, for all damage to The Forum, its building, its furniture and equipment, etc., and for any loss sustained by the Department because of its use by the Lessee, its agents or employees.

8. **Assignment and Subletting.** Lessee will not assign this agreement or sublet The Forum, or any part thereof, without the written permission of the Department.

9. **Access to The Forum.** The Department, or representatives, shall have free access to all areas of The Forum during the term for the purpose of supervision and inspection. The keys to the building shall, at all times, be in the possession and under the control of the Department, but the entrances and exits of the building shall be locked or unlocked, during the continuance of this agreement, as Lessee may reasonably direct.

10. **Vacation of Premises.** In the event that all or a portion of The Forum is not vacated by Lessee on the date and time stated in Paragraph 2, then the Department is hereby authorized to remove from The Forum, at the expense of Lessee, all goods, wares, merchandise, and property of any kinds and description, which may be then occupying The Forum, when the term has expired, and to dispose of it within its sole discretion. The Department is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.

11. **Rules and Regulations.** Lessee agrees to comply with the Rules and Regulations as set forth in Exhibit C, which is attached hereto and made a part of this agreement.

12. **Cancellation.** The Department may cancel any engagement when it or other public authority determines that:

- a. The use of the Forum is improper or, in any manner injurious to the property;,
- b. Damage has occurred to The Forum by riot, fire or explosion, elements or other cause beyond its control making use of the Forum unsafe;
- c. Lessee has violated the Rules and Regulations found in Exhibit C;
- d. A building system failure has occurred or the building is in otherwise need of major repair making use of the Forum not safe or not ready for occupancy for the Event;
- e. Other reasons as stated in the Rules and Regulations, Exhibit C.

When an engagement is canceled under this Paragraph prior to its first performance thereof at the demand of the Department, or by public authority, the charges shall be released and any advance payment refunded. In all other cases, the Department may retain the whole or such part of such charges as may seem proper to the Department. In no case, shall Lessee have any claim against the Department for damages or compensation because of such cancellation.

13. **Release, Hold Harmless and Indemnification.** Lessee agrees to the provisions of the Release, Hold Harmless and Indemnification Provision as set forth in Exhibit B.

14. **Security.** Arrangements for security at The Forum during the Event must be made with the Department and its Bureau of Police and Safety [(717) 787-8640]. If either the Department or the Lessee deem that additional security is required for the Event, specific arrangements will be made at that time. Payment for additional security will be the sole responsibility of Lessee.

15. **Loading and Unloading.** The loading and unloading of equipment for the Event may be done at the loading dock on the southeast side of the Forum Building. This dock serves the entire building, not exclusively The Forum. It is imperative that all vehicles be removed from the loading area when work is completed. Parking for trucks, vans, etc., may be arranged by calling the Capitol Police in advance. Absolutely no vehicles may be left in the Forum Circle or in the loading dock area.

16. **Audit Rights.** This agreement is subject to audit by agencies of the Commonwealth of Pennsylvania and/or their designated representatives, including audits of actual cost incurred. Lessee agrees to maintain records which will support the payments made to the Department under the Agreement. At the direction of the Department, all Lessee's books and records related to this agreement will be made available for audit at a site designated by the Department. The Department shall preserve books, documents, and records sufficient to justify the payments made to the Department under this agreement for three years after the term of the use of The Forum has expired. Lessee shall give full and free access to all records to the Department and/or its authorized representatives.

17. **Exhibits.** Attached to this agreement are the following exhibits which are incorporated into and made a part hereof:

- Exhibit A Rate Schedule
- Exhibit B Release, Hold Harmless Indemnification Provision
- Exhibit C. Rules and Regulations
- Exhibit D. Nondiscrimination/Sexual Harassment Clause
- Exhibit E Contractor Integrity Provisions
- Exhibit F Contractor Responsibility Provisions
- Exhibit G Americans With Disabilities Act

18. **Integration.** This agreement, together with the exhibits hereto, constitutes the entire agreement between the parties and shall not be modified or amended except in writing.

19. **Applicable Law.** This agreement and Lessee's obligation hereunto are hereby made and must be performed in compliance with all applicable federal and state laws and regulations and local ordinances and regulations. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

20. **Non-waiver.** Either party may elect not to enforce rights and remedies guaranteed under this agreement. Such an election is valid only if written notification is given. In any event, failure by either party to enforce its rights and remedies under this agreement, shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

IN WITNESS WHEREOF, Lessee and The Department have caused this agreement to be executed by the signatures of their respective duly authorized officers.

Lessee:

Commonwealth of Pennsylvania
Department of General Services

BY: _____ **BY:** _____

NAME: _____ **NAME:** _____

TITLE: _____ **TITLE:** _____

**If non-profit, please submit proof of non-profit status,
e.g. PA NON-PROFIT Number:**

Federal I.D. Number: _____

Approved as to Form and Legality:

BY: _____
Department of General Services Office of Chief Counsel

EXHIBIT A
RATE SCHEDULE

Rental of The Forum	
Profit Organization.....	\$1,400.00
Non-profit Organization.....	650.00
Rehearsal held in auditorium.....	150.00
Use of concert grand piano.....	75.00
Use of Moller pipe organ.....	75.00
Maintenance / custodial fee	24.00/hour*
Capitol Police	65.00 per hour per officer**
Commonwealth Media Services – (audio/visual)	50.00 per hour
Use of Lift (if used)	up to \$50.00 maximum
High voltage electrician (if outside working hours)	\$24.00/hour*** You are required to use Commonwealth electrician.

*There is no charge for a Department maintenance worker during normal working hours. Outside of working hours, the Lessee will be charged the maintenance worker’s current hourly rate plus benefits for call time. Call time is 3 hours.

**Groups or individuals having events outside the following hours: Monday through Friday - 7:00 AM to 6:00 PM, must pay for the services of the Capitol Police. The number of officers required shall be determined by the Chief of the Capitol Police. The Capitol Police will send the Lessee an invoice after the event.

***There is no charge for a Department high voltage electrician to tie in and disconnect production equipment during normal working hours. Outside of working hours, the Lessee will be charged the electrician’s current hourly rate plus benefits for call time. Call time is 3 hours.

Any and all fees are subject to change without notice. A deposit is required for first time users.

Organizations claiming non-profit status must furnish proof in advance.

Arrangement for the employment of any laborers and/or stage hands required for setting up and/or moving props, stage furniture, risers, music stands, loading and unloading of any equipment, etc., is the sole responsibility of the sponsoring organization. The Special Events Office may only assist in locating additional labor as needed. Any such assistance does not imply responsibility. The Forum is not a union house. The Forum management reserves the right to supervise any and all stage labor.

Arrangements for security at the Forum during the Event must be made by the Lessee with the Bureau of Police and Safety [(717) 787-8640]. If either the Department or the Lessee deem that additional security is required for the Event, specific arrangements will be made at that time. Payment for additional security will be the sole responsibility of Lessee.

EXHIBIT B

RELEASE, HOLD HARMLESS INDEMNIFICATION PROVISION

The Lessee, for itself, its successors, assigns and employees, releases and forever discharges the Commonwealth, and all its officers, its agents and employees, from any and all manner of actions, causes of action, judgments, suits, debts, claims and demands of every name, nature, and description arising out of or relating to the Lessee's use of the Forum and any equipment. The Lessee acknowledges that the Department has provided instructions on the use of any equipment by the Lessee and the Department has identified any known defects in the equipment. The Lessee agrees to use the equipment in accordance with the Department's instructions and will not use the equipment improperly.

The Lessee agrees to indemnify, defend and save harmless, the Commonwealth of Pennsylvania, all its officers, its agents and employees, from any and all suits and actions of every name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party through the Lessee or its agents, servants or employees in the performance of, subsequent to the completion of the events under the agent whether such injury or damage be due to negligence of the Commonwealth of Pennsylvania, its servants as agents or employees. It is not the intention of this section or of anything herein provided to confer a third party beneficiary right of action upon any person other than the Commonwealth of Pennsylvania a right of action either under this agreement or in any manner whatsoever.

Lessee:

Signature - Authorized group representative or leader

Date

EXHIBIT C

RULES AND REGULATIONS Governing Usage of The Forum

1. Use of The Forum includes the following areas only: auditorium, lobby, stage, backstage, adjacent dressing rooms, and Green Room. Use of the library lobby is allowed with the permission of the Special Events Manager.
2. Any activity which has the likelihood of creating a threat or hazard to person or property is prohibited.
3. The use or possession of any offensive weapon is expressly prohibited.
4. The use or possession of any illegal drugs or alcoholic beverages is expressly prohibited. If you plan to serve alcohol at the Event, please submit a written request to the Deputy Secretary for Property Management within two (2) weeks of the Event.
5. The possession of any food or beverage in the auditorium is prohibited.
6. Smoking inside the Forum Building is prohibited.
7. Any unauthorized obstruction to a corridor, entrance way, aisle, or any walkway is prohibited. In addition, sitting in corridors or aisles is not allowed.
8. The defacing of, or the tampering with, any Commonwealth property and/or equipment is prohibited.
9. The unauthorized display or posting of written or printed material on The Forum walls is expressly prohibited.
10. Children under the age of 15 shall not be admitted to the Forum unless accompanied by a responsible adult.
11. Animals or pets of any kind are prohibited in the Forum without prior authorization except service animals.
12. The presentation of any event may be interrupted or terminated in an emergency situation.
13. All Forum facilities must be returned to original condition at the conclusion of the event. An additional charge for custodial services will be added if necessary.
14. The occupancy limit is 1,947 persons which includes 1,610 seats and 337 spaces for those who wish to stand.

Signature - Authorized group representative or leader

Date

EXHIBIT D

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate 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.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT E

CONTRACTOR INTEGRITY PROVISIONS

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

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

- a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **“Financial Interest”** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor’s Code of Conduct, Executive Order 1980-18*](#), the *4 Pa. Code §7.153(b)*, shall apply.
- g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

 - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

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

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

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for

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

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT F

CONTRACTOR RESPONSIBILITY PROVISIONS

1. Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Contract, that neither Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

2. Contractor also certifies, that as of the date of its execution of this Contract, it has no tax liabilities or other Commonwealth obligations.

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

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

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

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

Department of General Services
Office of Chief Counsel
North Office Building Room 603
Harrisburg, Pennsylvania 17125
Phone: (717) 783-6472
Fax: (717) 787-9138

EXHIBIT G

AMERICANS WITH DISABILITIES ACT

During the term of this contract, the contractor agrees as follows:

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

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.