This is form 13 for consultants - it starts on the next page copy this page and rest of file and past into agreement
DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement (for Consultants)

Form 13

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This document is based on the December 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 18: Surveys and Questionnaires was deleted 9-17-97

Last Revision 5-23-99
Article 1: Responsibilities and Services of the CONTRACTOR

1.1 Consistent with the COMMISSION’s responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT.

In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION, or as maybe modified by the Special Condition Section of this Agreement.

1.2 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.  

Section Added 5-23-99

1.3 The CONTRACTOR hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The CONTRACTOR understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time.  

Section Added 5-23-99

1.4 The CONTRACTOR bears primary responsibility for the administration and success of the PROJECT, although the CONTRACTOR is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions from the CONTRACTOR to the COMMISSION or the AGENCY.  

Section Revised 2-2-98

1.5 The CONTRACTOR hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the CONTRACTOR and its employees or subcontractor under the personal supervision of a qualified Project Manager as shall be designated by the CONTRACTOR and approved by the COMMISSION.  

Section Revised 2-2-98

The CONTRACTOR agrees that the COMMISSION shall not be subject to any obligations or liabilities to any subcontractor or any other person not party to this Agreement.  

Paragraph Added 2-2-98

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law.
to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION or the AGENCY.

1.7 All services performed by the CONTRACTOR and any subcontractor(s) shall be on a cost-reimbursable basis with a fixed fee. Title 41, United States Code, limits the amount of profit on this type of services to 10% on direct costs, fringe benefits, and from 1% to 5% on other costs, such as travel, subsistence and other out-of-pocket expenses, but excluding subcontractor costs. The overhead rate should be provisional. The final overhead rate will be as determined by audit.

1.8 The CONTRACTOR is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.

1.9 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION or other designated review organization for discussion, review, and/or approval.  

Section Revised 5-23-99

1.10 The CONTRACTOR hereby agrees to provide adequate liability insurance and workman compensation coverage for its employees working on the PROJECT, and accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.11 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands.  

Section Revised 5-23-99

1.12 None of the personal services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc.  

Section Revised 5-23-99

1.13 All subcontracts entered into by the CONTRACTOR shall contain all of the provisions of these Standard Articles of Agreement.  

Section Revised 5-23-99

EXHIBIT "B - 4"
Article 2: Assignability
2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the COMMISSION; provided, however, that claims for compensation due, or to become due the CONTRACTOR from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Consultants and Subcontractors
3.1 The CONTRACTOR shall provide the COMMISSION with copies of all subcontracts with CONSULTANTS or subcontractors as specified in the CONTRACTOR's proposal. Any substitution of CONSULTANTS or subcontractors requires the prior written approval of the COMMISSION.

3.2 Any agreement of the CONTRACTOR with a CONSULTANT or subcontractor must explicitly state that it is subject to, and must comply with, all of the relevant provisions of this Agreement and these Articles.

3.3 The CONTRACTOR is responsible for all work to be performed by the CONSULTANT or subcontractor as if it were to do that work itself, and failure on the part of any CONSULTANT or subcontractor for any reason shall not excuse the CONTRACTOR for any portion of this work. Changes in the amount or type of work to be performed by any CONSULTANT are subject to the provisions of Article 6 hereof.

3.4 CONSULTANTS or subcontractors are required to submit to the CONTRACTOR, to be included in the CONTRACTOR's submission to the COMMISSION, all reports, invoices, etc., as are required of the CONTRACTOR, and comply with all other provisions of this Agreement as are required of the CONTRACTOR.

Article 4: Responsibilities of the COMMISSION
The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any such materials as may be stipulated by the COMMISSION.
4.4 Prepare periodic progress reports and invoices as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations.  
Section Revised 9-19-97

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the CONTRACTOR.  
Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.  
Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

a. When the CONTRACTOR requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.

b. As determined by the COMMISSION, an extension of the Time of Performance is required.

c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the CONTRACTOR will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received
timely notification of the proposed PROJECT change(s). However, if the COMMISSION
determines that circumstances justify such action, they may receive and act upon any
request for formal amendment submitted prior to final payment under this Agreement.
Formal amendments may be executed subsequently only with respect to matters which are
the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing
changes will be attached to the original of this Agreement and to each copy. Such letters
and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall
be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment
6.1 Payment shall be made by the COMMISSION to the CONTRACTOR based on
monthly invoices which shall be submitted in writing by the CONTRACTOR to the
COMMISSION. These monthly invoices shall consist of:

   a. Invoice form indicating expenditures during the reporting period, duly certified
      by the CONTRACTOR.
   b. Detailed account of all personnel working on the PROJECT; hourly rate,
      number of hours, and total costs. Detailed list of all other costs.
   c. Billing Summary by Object Class.
   d. Billing Summary by Task (if applicable).

Sample forms are attached to these Articles.

6.2 Payments shall be made by the COMMISSION to the CONTRACTOR on the basis
of ninety (90%) percent of the total costs incurred by the CONTRACTOR, including the
agreed upon fixed fee, and based on receipt and acceptance by the COMMISSION of the
following:

   a. The monthly invoices for payment submitted by the CONTRACTOR in
      accordance with Section 6.1 hereof.
   b. The monthly PROJECT progress reports submitted by the CONTRACTOR in
      accordance with Article 1.8 hereof.

6.3 The final payment shall be made after the COMMISSION has determined that the
CONTRACTOR has satisfactorily performed the services specified by this Agreement. It
is expressly understood and agreed that when the final payment is authorized and made
to the CONTRACTOR prior to final audit, and if at the time of final audit the COMMISSION
and/or the United States of America determines items to be ineligible under the Federal
grant contract, the CONTRACTOR will make restitution of any overpayment to the
COMMISSION for subsequent repayment to the United States of America.

EXHIBIT "B - 7"
6.4 Allocability of PROJECT costs shall be in accordance with the following:

a. The costs must be reasonable within the scope of the PROJECT.
b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts).  
   Paragraph Replaced 2-2-98
f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

   For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, “Contracts with Commercial Organizations”.
   Paragraph Added 2-2-98

6.5 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall terminate effective the date of AGENCY action if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement. The COMMISSION will promptly notify CONTRACTOR upon receipt of such AGENCY notice.

7.4 The COMMISSION may terminate this Agreement in writing (certified mail, return receipt requested) or by telephone. If termination is telephoned, the COMMISSION shall
7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR shall, at the option of the COMMISSION, become the property of the COMMISSION and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Section Revised 9-19-97

7.6 NOTWITHSTANDING the above, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.

7.7 Prior to termination for cause, the CONTRACTOR shall be afforded an opportunity for consultation and correction of performance.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion that may be required to meet commitments which had confirm such termination in writing (certified mail, return receipt requested).

a. In either case, the effective date of the termination shall be the date of first notification.

b. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately.

Section Revised 9-19-97
become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work Stoppages may be required for good cause, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

   a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.

   b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders by the CONTRACTOR for service; (c) an order to cease performance and stop incurring further expenditures; and (d) other suggestions to the CONTRACTOR to minimize costs.

8.4 Upon receipt of a stop-work order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

   a. cancel the stop-work order, in full or in part;
   b. eliminate the work covered by such order; or
   c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for

EXHIBIT "B - 10"
such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
b. a stop-work order is not canceled and the PROJECT work covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 8 and 9 of this Agreement.

8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes
9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration
10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the

EXHIBIT "B - 11"
AGENCY will consider each on an individual basis.

Article 11: Federal Requirements
11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY.

b. Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

i. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.

ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and the AGENCY's regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 23.

ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY
regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. § § 3801 et seq.

11.2 Non-discrimination on the Basis of Handicap
In connection with carrying out this Project, the CONTRACTOR hereby agrees that he shall comply with the AGENCY'S and/or Federal Government's Regulations, which provide that no otherwise qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance administered by the AGENCY or Federal Government, and gives assurance that the CONTRACTOR will conduct any program or operate any facility so assisted in compliance with all of the requirements imposed by the Regulations, or any directive issued pursuant to the Regulations.

11.3 Political Activity
In accordance with 5 U.S.C. 15 (Hatch Act), no funds under this Agreement shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.4 Disclosure of Information
All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.5 Clean Air and Clean Water
The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.). Section Revised 9-19-97

11.6 Energy Conservation Program
The CONTRACTOR agrees to comply with the mandated energy efficiency standards and
policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Section Revised 9-19-97

11.7  Historic Preservation
In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,

b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

Section Revised 9-19-97

11.8  Environmental Requirements
The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., in accordance with Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.9  Resource Conservation and Recovery Act
The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 5-23-99

11.10 Comprehensive Environmental Response, Compensation, and Liability Act
The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

Section Added 5-23-99

11.11  Contract Work Hours and Safety Standards Act
The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 5-23-99

11.12 Metric System
To the extent required by the AGENCY, the CONTRACTOR agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.13 False or Fraudulent Statements and Claims
The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq, and the AGENCY’s regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

11.14 Incorporation of Provisions
The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others
No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of Members of Congress
No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 14: Audit and Inspection of Records
14.1 The CONTRACTOR and any subcontractor shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the
CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

14.2 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

14.3 The CONTRACTOR shall, upon request, provide the COMMISSION with any organization-wide audit. The CONTRACTOR understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

14.4 The CONTRACTOR understands that the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit program carried out in accordance with the U. S. Office of Management and Budget, Circular A-133, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Paragraph Revises 5-23-99

Article 15: Publicity
Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with and approved by the COMMISSION prior to release, and shall acknowledge AGENCY grant support.

Article 16: Rights in Data, Copyrights, and Disclosure
16.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

16.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or other information incidental to contract administration.

16.3 Data submitted to and accepted by the COMMISSION under this Agreement shall
be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

16.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

16.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

16.6 It is a condition precedent to CONTRACTOR’s compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

Article Revised 9-19-97

Article 17: Confidentiality
17.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

17.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

Article 18: Patent Rights
18.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations “Rights to Inventions Made by Nonprofit Organizations and Small
Article 19: Invoice Forms and Time Sheets
19.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

19.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 20: Interest of the CONTRACTOR
20.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 21: Certification of Non-collusion
21.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

   a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained, or agreed to employ or retain, any firm or person;

   b. been required nor have paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;

   c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 22: Hatch Act

Article 23: Restrictions on Lobbying
23.1 The CONTRACTOR hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article 24: Entire Agreement

24.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 6, hereof.

b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.