

Agreement No: _____

Federal ID No: _____

User ID Code: _____

AGREEMENT TO AUTHORIZE ELECTRONIC ACCESS TO
PENNSYLVANIA TURNPIKE COMMISSION SYSTEMS

THIS AGREEMENT, entered into this _____ day of _____, _____, between the Pennsylvania Turnpike Commission, hereinafter referred to as COMMISSION,

AND

(NAME OF BUSINESS)

(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT.

WHEREAS, the APPLICANT desires to register as a COMMISSION business partner to be permitted electronic access to the **Electronic Bidding System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the COMMISSION, in furtherance of the powers and duties conferred on it Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the COMMISSION's program to use the system.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser, and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.

2. The COMMISSION grants APPLICANT access to the System under the terms and conditions of this Agreement and the APPLICANT will be permitted access to the System as the COMMISSION shall direct. The APPLICANT agrees to be liable for any damage to the COMMISSION'S databases or software owned or licensed by the COMMISSION in the event a computer virus originated from the APPLICANT, its agents or employees to the extent that such computer virus was introduced on the COMMISSION'S computer systems or networks as a result of APPLICANT'S negligence and APPLICANT has not used reasonable care to detect and eliminate computer viruses using then current industry standard security and anti-virus tools. For purposes of the Agreement, the term "computer virus" shall mean and include any undocumented or hidden functionality or performance capability contained in software or data which is designed to facilitate the theft of, destroy or corrupt data or software, or disable or lock software or a computer system, or any undocumented and unauthorized method for gaining access electronically to software or other corporate resources or data.

3. The COMMISSION cannot waive sovereign immunity and will not be liable for any damage to the APPLICANT'S databases or software owned, leased or licensed by the APPLICANT from any source, whatsoever, within or outside the COMMISSION.

4. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the COMMISSION. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will submit proposals or other project documents or participate as a member of a project team under a construction contract with the COMMISSION. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for any submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.

5. The COMMISSION shall make provisions for the APPLICANT to obtain training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.

6. The COMMISSION will make reasonable attempts barring unforeseen interruptions (e.g. those interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The COMMISSION will provide support only during the normal business hours of the COMMISSION offices.

7. The APPLICANT shall comply with the Right to Know Law, the Contractor Integrity Provisions; the Provisions Concerning the Americans with Disabilities Act; the Contractor Responsibility Provisions; the Offset Provision; and the Nondiscrimination/Sexual Harassment Clause, all of which are incorporated into this Agreement by reference as though physically attached.

8. APPLICANT shall not be responsible for any consequential, indirect, special or punitive damages with respect to claims made under this Agreement. In any event, COMMISSION may not recover direct damages in excess of \$1,000,000.

9. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, APPLICANT shall cease and shall cause its users to cease attempts to access the System.

10. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the courts within Pennsylvania, or the Board of Claims, if appropriate, shall be the only tribunals of competent jurisdiction.

11. This Agreement embodies the entire understanding between the COMMISSION and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

ATTEST:

(Print BUSINESS Name)

(Signature) (Date)

BY:

(Signature) (Date)

Print Name

Print Name

(Title)

(Title)

PENNSYLVANIA TURNPIKE COMMISSION

BY: _____
(COMMISSION Signatory) (Date)

APPROVED AS TO LEGALITY AND FORM

BY: _____
(Chief Counsel) (Date)

MAIL COMPLETED AGREEMENT TO:

Pennsylvania Turnpike Commission
Engineering Department
ATTN: Contract Management Services Manager
P.O. Box 67676
Harrisburg, PA 17106-7676

Or

Pennsylvania Turnpike Commission
Engineering Department
ATTN: Contract Management Services Manager
700 South Eisenhower Boulevard
Middletown, Pennsylvania 17057