PEMA-DAP-1
Rev. Feb 2016

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY

PUBLIC DISASTER ASSISTANCE APPLICATION
and
AGREEMENT FOR FINANCIAL ASSISTANCE

NAME OF APPLICANT: _____

COMPLETE MAILING ADDRESS: _____

_____

_____, Pennsylvania, _____

COUNTY: _____ TELEPHONE No: (_____) - _____ - _____ FEDERAL EIN: _____ - _____

APPLICANT'S AGENT NAME: _____ EMAIL: _____

PROJECT APPLICATION NUMBER: FEMA - - DR - PA - - -
(ASSIGNED BY PEMA)

This document shall constitute the Public Disaster Assistance Agreement between the Commonwealth of Pennsylvania and the above-named Applicant. This document, and all of the terms and conditions contained herein, shall apply to the grant of all disaster assistance funds provided by, or through, the Commonwealth of Pennsylvania, to the Applicant.

The Applicant certifies that:

1. The Applicant's Agent has the legal authority to apply for public disaster assistance on behalf of the Applicant and is authorized to execute all required forms on behalf of the Applicant.

2. The Applicant's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of federal and state financial assistance.

3. The Applicant agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards to record disaster related expenditures.

4. The Applicant agrees to use the disaster assistance funds solely for the purposes for which the funds are approved and provided by the federal government and the Commonwealth.

5. The Applicant agrees to complete all approved work items within the time limits that are established by the Governor's Authorized Representative or the federal government. Time limits for project completion begin with the date of the disaster declaration, unless appropriate time extensions are requested and granted by the Pennsylvania Emergency Management Agency (PEMA) and the Federal Emergency Management Agency (FEMA). Debris Clearance (Category A) and Emergency Protective Measures (Category B) must be completed within six months; Permanent Work (Categories C through G) are to be completed within 18 months.

6. The Applicant agrees to hold the Commonwealth harmless from any and all claims, demands, lawsuits or other causes of action based upon or arising out of any activities performed by its employees, agents, representatives or independent contractors and subcontractors that involve public disaster assistance projects and work related activities that are funded either directly or indirectly by the Commonwealth.

7. The Applicant agrees to comply with all applicable federal, state, and local procurement laws, regulations or directives.

8. The Applicant agrees to establish internal personnel safeguards which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.

9. The Applicant agrees to comply with all applicable building codes and other standards adopted prior to the disaster declaration in completing all eligible projects that involve the repair or replacement of public facilities.

10. The Applicant agrees that it will not enter into any cost plus-percentage-of-cost contracts for the completion of any disaster restoration or repair work projects.

11. The Applicant agrees that it will not enter into any contract for which payment to the contractor is contingent upon receipt of federal or state funds.

12. The Applicant agrees that it will not enter into any contract with any party that has been debarred or suspended from either contracting with or participating in any federal or Commonwealth assistance programs.

13. The Applicant agrees to give federal and state agencies, as designated by the Governor's Authorized Representative, access to, and the right to examine, all records and documents that are related to the public disaster assistance grant.

14. The Applicant agrees to submit all periodic program and financial reports that are required by the Commonwealth to the appropriate state agency.

15. The Applicant agrees to comply with the flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 *et seq*., as amended.

16. The Applicant agrees to comply with the requirements of the National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq*., as amended, and its applicable Federal Regulations found at 44 CFR Part 10.

17. The Applicant agrees to comply with the requirements of the Clean Water Act, 33 U.S.C. §§ 1251 *et seq*., as amended.

18. The Applicant agrees to comply with the requirements of the Clean Air Act, 42 U.S.C. §§ 7401 *et seq*., as amended.

19. The Applicant agrees to comply with the requirements of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq*., as amended.

20. The Applicant agrees to comply with the requirements of the Endangered Species Act of 1973,7 U.S.C. § 136, 16 U.S.C. §§ 1531 *et seq.*, as amended.

21. The Applicant agrees to comply with the requirements of the National Historic Preservation Act, 16 U.S.C. §§ 470 *et seq*., as amended, and its applicable Federal Regulations found at 36 CFR Part 800 and 44 CFR Part 208.

22. The Applicant agrees to comply with the requirements of FEMA's disaster assistance regulations found at 44 CFR Part 206. The Applicant agrees to obtain or maintain the insurance FEMA requires as a condition of their funding. Insurance requirements will be specified within the project Subgrant Application.

23. The Applicant agrees to comply with those provisions of the Hatch Act, 5 U.S.C. § 7324 et seq., as amended, which limits the political activities of public employees.

24. The Applicant acknowledges that all funds received are subject to audit by federal or state agencies. The Applicant agrees to comply with the Single Audit Act Amendments, 31 U.S.C. §§ 7501 *et seq*., as amended, as promulgated by Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Nonprofit Organizations", and any amendments to these regulations or circular. The Applicant agrees to comply with the audit requirements as set forth in the Audit Clause, which is attached as Attachment A and incorporated herein. The Commonwealth reserves the right for federal and state agencies to perform additional audits or program reviews.

25. The Applicant agrees to comply with the Commonwealth's Standard Contract Terms and Conditions which are attached as Attachment B and incorporated herein.

26. The Applicant agrees to comply with the Commonwealth Right to Know Law conditions which are attached as Attachment C and incorporated herein.

27. The Applicant agrees to comply with provisions of the Drug-Free Workplace Act as set forth in Attachment D and incorporated herein.

28. The Applicant agrees that it will not use any federal funds for lobbying and will disclose the use of non-federal funds for lobbying by filing any documentation and/or forms that are required by either the federal government or the Commonwealth as set forth in Attachment D and incorporated herein.

29. The Applicant agrees to comply with the Assurances-Non Construction Programs requirements which are attached hereto as Attachment E and incorporated herein.

30. The Applicant agrees to comply with the Assurances-Construction Programs requirements which are attached hereto as Attachment F and incorporated herein.

31. The Applicant certifies that it is compliant with the requirements of the National Incident Management System (NIMS).

32. The Applicant certifies that the federal and state disaster assistance requested through the submission of this application does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.

33. The Applicant agrees to retain all cost-supporting records and documentation for a period of seven years from the date that it receives its final public disaster assistance payment from the Commonwealth or the final audit of its financial records is completed, whichever is **later**.

34. The Applicant certifies that it is in full compliance with all provisions of Pennsylvania's Flood Plain Management Act, 32 P.S. §§ 679.101 *et seq*. and Pennsylvania's Storm Water Management Act, 32 P.S. §§ 680.1 *et seq*. that apply to the Applicant.

35. The Applicant certifies that it has quantified debris deposits; performed all contracting, permitting and debris removal monitoring; has documentation tracking removal and disposal of debris at pre-approved permitted disposal sites; and has met all related requirements as contained in FEMA publication 325 (*Debris Management Guide*), FEMA publication 329 (*Debris Management Brochure*), Sections 403 and 407 of the Stafford Act (42 U.S.C. §§ 5170b and 5173), 44 CFR 206.224, and any and all local, state and federal requirements pertinent thereto.

36. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the parties hereto.

37. This Agreement may be terminated in whole, or in part, at any time before the performance period of this grant agreement is completed:

    a. Whenever it is determined that the terms and conditions of the Grant Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by PEMA. Payment or recoveries by PEMA shall be in accordance with the legal rights and obligations of the parties.

    b. In the event that anticipated Federal funds are not obtained or continued at a sufficient level.

    c. At the discretion of PEMA upon written notification to the Applicant with effective termination date. Payments or recoveries by PEMA shall be in accordance with the legal rights and obligations of the parties.

38. The Commonwealth will make payments to the Applicant through the Pennsylvania Electronic Payment Program (PEPP) Automated Clearing House (ACH) Network. Within 30 days of the Applicant's Briefing, the Applicant must submit its PEPP Enrollment Form to PEMA, Bureau of Recovery and Mitigation (BORM), 2605 Interstate Drive, Harrisburg, PA 17110.

39. Certain of the attachments contained herein may not be applicable to the Applicant's project or program.

Federal Funding Accountability and Transparency Act (FFATA)
(Pub L. 109-282, effective October 1, 2010)

40. The Applicant agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as described below and attached as Attachment G. This form is to be completed, signed and incorporated as part of this agreement.

    a. Registration and Identification Information - Applicant must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal

awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Applicant must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Applicant's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Applicant provides this information.

b. Primary Location - Applicant must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Applicant must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Applicant must provide this information to the Commonwealth along with Applicant's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Applicant provides this information.

c. Compensation of Officers - Applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if--**

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) $25,000,000 or more in annual gross revenues from Federal awards: and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. If the Applicant does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Applicant. Applicant must provide information responding to this question along with Applicant's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Applicant provides such information responding to this question.

41. **THE APPLICANT CERTIFIES THAT ALL COSTS CLAIMED UNDER THIS APPLICATION ARE FOR ACTUAL COSTS INCURRED BY THE APPLICANT IN THE PERFORMANCE OFAUTHORIZED WORK AS DEFINED IN THE ELIGIBILITY CRITERIA ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.**

42. **The Applicant agrees to return to the Commonwealth, within thirty (30) days of written request by the Governor's Authorized Representative, all funds advanced which are not supported by audit or other federal or state review of documentation maintained by the Applicant. IF THE APPLICANT FAILS TO REFUND THE MONIES, THE COMMONWEALTH RESERVES THE RIGHT TO OFFSET THE AMOUNT DUE AGAINST ANY EXISTING OR FUTURE SUMS OF MONEY OWED THE APPLICANT BY ANY COMMONWEALTH AGENCY OR DEPARTMENT.**

IN WITNESS WHEREOF, the parties to this Public Disaster Assistance Application and Agreement for Financial Assistance have executed this document through their respective duly authorized officers with the intention of being legally bound thereby, as of the date written below.

ATTEST:

By: _____
Witness Signature for Applicant's Agent

Name: _____

Title: _____

APPLICANT:

Name of Applicant: _____
(Government or Private Non-Profit Organization)

By: _____
Applicant's Agent Signature

Typed Name: _____
Applicant's Agent

Date: _____

ATTEST:

By: _____
Witness Signature for Governor's Authorized Representative

Name: _____

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY

By: _____
Governor's Authorized Rrepresentative Signature

Typed Name: _____

Date: _____

-THIS PAGE REQUIRES SIGNATURES-

(Sign in ink and submit original to PEMA)

Attachment A

AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

SINGLE AUDIT REPORT REQUIREMENTS.

The subgrantee must comply with all federal and state audit requirements including: *The Single Audit Act Amendments of 1996*; *Office of Management and Budget, Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, (OMB Circular A-133) as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the subgrantee is a local government or non-profit organization and expends total federal awards of $750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the subgrantee is required to have an audit made in accordance with the provisions of *OMB Circular A-133*.

If the subgrantee is a local government or non-profit organization and expends total federal awards of $750,000 or more during its fiscal year **under one federal program**, received either directly from the federal government or indirectly from a recipient of federal funds, the subgrantee can submit a program-specific audit in lieu of a single audit in accordance with the provisions of OMB Circular A-133.

If the subgrantee expends total federal awards of less than $750,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

If the subgrantee is a for-profit entity, it is not subject to the auditing and reporting requirements of OMB Circular A-133. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subgrantees. The contract with the for-profit subgrantee should describe applicable compliance requirements and the for-profit subgrantee's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subgrantees may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with Government Auditing Standards, a single audit report or program-specific audit report in accordance with OMB Circular A-133. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subgratnees are electronically submitted to the Office of the Budget, Office of Comptroller Operations, Bureau of Audits.

COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE.

The subgrantee must submit an electronic copy of the audit report package to the commonwealth, which shall include:

1. Auditor's reports

a. Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated accounting principles.

b. Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which expresses an opinion on whether the SEFA is presented fairly in all material respects in relation to the financial statements taken as a whole. This report can be issued separately or combined with the independent auditor's report on the financial statements.

c. Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

d. Report on compliance for each major program and report on internal control over compliance.

e. Schedule of findings and questioned costs.

2. Financial statements and notes to the financial statements

3. SEFA and notes to the SEFA

a. All single audit reporting packages must contain a SEFA prepared by the subrecipient, not the subrecipient's auditor. In accordance with §___.310(b) of *OMB Circular A-133*, all SEFAs, at a minimum, shall:

(1) List individual federal programs by federal agency. For federal programs included in a cluster of programs, list individual programs within a cluster of programs. For research and development (R&D), the total federal awards expended shall be shown either by individual award or by federal agency and major subdivision within the federal agency;

(2) For federal awards received as a subrecipient, include the name of the pass-through entity and the identifying number assigned by the pass-through entity;

(3) Provide the total federal awards expended for each individual federal program and the CFDA number or other identifying number when the CFDA information is not available;

(4) Include notes that describe the significant accounting policies used in preparing the SEFA;

(5) For federal awards received as a pass-through entity, identify, to the extent practical, the total amount provided to subrecipients from each federal program;

(6) Include, in either the SEFA or a note to the SEFA, the value of federal awards expended in the form of noncash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end.

b. In addition to the requirements of *OMB Circular A-133*, single audit reporting packages containing federal funding passed through a commonwealth agency must include the following components in the SEFA as required by the pass through agency:

(1) A breakdown of federal funds passed through the commonwealth, by federal grantor, CFDA number, CFDA name and state program name (if different from CFDA name), state program year, and state contract number (if applicable);

(2) Contract period beginning and ending dates for federal funds passed through each commonwealth agency, by contract;

(3) Program or award amount for each commonwealth agency, by contract;

(4) Total received during the year for each commonwealth agency, by contract;

(5) Accrued or deferred revenue at the beginning of the year for each commonwealth agency, by contract;

(6) Revenue recognized during the year for each commonwealth agency, by contract;

(7) Accrued or deferred revenue at the end of the year for each commonwealth agency, by contract.

4. Schedule of Findings and Questioned Costs

5. Summary schedule of prior audit findings

6. Corrective action plan (if applicable)

7. Data collection form

8. Management letter (if applicable)

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *OMB Circular A-133*.

SUBMISSION OF THE AUDIT REPORT

The Office of the Budget, Office of Comptroller Operations, Bureau of Audits accepts **only** electronic submissions of single audit/program-specific audit reporting packages. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (http://www.budget.state.pa.us).

AUDIT OVERSIGHT PROVISIONS.

The subgrantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the subgrantee's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the subgrantee.

Audit documentation and audit reports must be retained by the subgrantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the subgrantee's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the Government Accountability Office.

Attachment B

Standard Contract Terms and Conditions

1. EXTENSION OF TERM

The Commonwealth reserves the right, upon notice to the Subgrantee, to extend the term of the Grant Agreement for up to three (3) months upon the same terms and conditions to prevent a lapse in Grant Agreement coverage and only for the time necessary, up to three (3) months, to enter into a new Agreement.

2. INDEPENDENT CONTRACTOR

In performing its obligations under the Grant Agreement, the Subgrantee acts as an independent contractor and not as an employee or agent of the Commonwealth.

3. COMPLIANCE WITH LAW

The Subgrantee shall comply with all applicable federal, state, and local laws, regulations or ordinances in the performance of the Grant Agreement.

4. INFORMATION TECHNOLOGY

The Subgrantee agrees that any Information Technology (IT) systems or equipment purchased which has the potential to interface with any Commonwealth IT system must meet the Commonwealth's IT standards as published by the Commonwealth.

5. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Subgrantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations**.**

6. PAYMENT

a. The Subgrantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Subgrantee or its subsidiaries to the Commonwealth against any payments due the Subgrantee under any contract with the Commonwealth.

7. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Subgrantee warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Grant Agreement which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the Grant Agreement. The Subgrantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Grant Agreement. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Subgrantee's written request, it shall be at the Subgrantee's expense, but the responsibility for such expense shall be only that within the Subgrantee's written authorization. The Subgrantee shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Subgrantee or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Subgrantee in such suit or proceeding are held to constitute infringement and the use is enjoined, the Subgrantee shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Subgrantee is unable to do any of the preceding, the Subgrantee agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth:

1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation;

2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and

3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Subgrantee under this paragraph continue without time limit.

8. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Grant Agreement.

9. ASSIGNMENT OF ANTITRUST CLAIMS

The Subgrantee and the Commonwealth recognize that in actual economic practice, overcharges by the Subgrantee's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Subgrantee assigns to the Commonwealth all right, title and interest in and to any claims the

Subgrantee now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Grant Agreement.

10. HOLD HARMLESS PROVISION

The Subgrantee shall hold the Commonwealth harmless from and indemnify the Commonwealth, its officers, agents and employees, against any and all claims, demands and actions based upon or arising out of any activities performed by the Subgrantee and its officers, employees and agents under this Grant Agreement and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

11. FISCAL AND PROGRAM RECORDS AND AUDIT PROVISIONS

The Subgrantee agrees to maintain program and fiscal records as required by the Commonwealth and any and all applicable Federal requirements. For purposes of this Grant Agreement, "fiscal and program records" shall include, but not be limited to, books, records, documents, sub-grants, sub-contracts, invoices and receipts and other evidence pertaining to the costs and expenses of this Agreement, records relating to services being provided, statistical information collected in the course of performing services, policies and procedures, information relating to staff and job descriptions, and all information necessary for the Subgrantee to perform the work required under the Grant Agreement.

The Subgrantee agrees to maintain fiscal records to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which expenses or reimbursement is claimed under the provisions of this Grant.

The Subgrantee agrees to make available, at reasonable times and at a site designated by the Commonwealth, during the term of this Grant Agreement and the period set forth in the Paragraph below entitled "Record Retention Requirements," any of the records for inspection, audit or reproduction by any authorized representative of the Commonwealth, including the Auditor General and the Inspector General, and by Federal auditors.

12. RECORD RETENTION REQUIREMENTS

All records kept pursuant to Commonwealth and Federal requirements shall be preserved and made available for a period of seven years from the date of final payment under this Grant Agreement, unless applicable requirements dictate a longer retention period.

Records which relate to litigation or the settlement of claims arising out of the performance of this Grant Agreement, or costs and expenses of this Grant Agreement as to which exception has been taken by the auditors, shall be retained by the Subgrantee until such litigation, claims or exceptions have been disposed of.

13. SENSITIVE DOCUMENTS AND INFORMATION

The Subgrantee shall not release any sensitive documents or information without the prior written approval of the Commonwealth. The term "sensitive documents or information" shall mean a document or information that contains the description, design, operational plan, or other vital information about a critical facility or infrastructure, or contains information about the operational protocols or emergency response capabilities of state and local agency personnel, the content of which could be used by a terrorist or enemy of the United States to plan an attack upon a critical facility located in Pennsylvania and

bordering states or engage in other activities that could cause death or injury to fire, police, medical, military or other emergency response personnel, public officials, or the general public.

14. INSPECTION, AND ACCEPTANCE

Final inspection and acceptance of all work as required under this Grant Agreement will be performed by the PEMA Project Officer.

15. DEFAULT

a. The Commonwealth may, subject to the provisions of Paragraph 16, Force Majeure, and in addition to its other rights under the Contract, declare the Subgrantee in default by written notice thereof to the Subgrantee, and terminate (as provided in Paragraph 17, Termination Provisions) the whole or any part of this Grant Agreement for any of the following reasons:

1) Failure to perform work within the time specified herein or any extension thereof;
2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Grant Agreement terms;
3) Failure to perform any provision of the Grant Agreement, or failure to make progress so as to endanger its terms, and in either of these circumstances failure to cure within a period of ten days (or such longer period as the Commonwealth may authorize in writing) after receipt of notice from the Commonwealth specifying such failure.
4) Unsatisfactory performance of the work;
5) Failure to deliver the awarded item(s) as specified;
6) Improper delivery;
7) Failure to provide an item(s) which is in conformance with the specifications referenced in the Grant Agreement;
8) Delivery of a defective item;
9) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
10) Discontinuance of work without approval;
11) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
12) Insolvency or bankruptcy;
13) Assignment made for the benefit of creditors;
14) Failure or refusal within 10 days after written notice, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
15) Failure to protect, to repair, or to make good any damage or injury to property; or
16) Breach of any provision of the Grant Agreement.

b. In the event that the Commonwealth terminates this Grant Agreement in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items or services similar or identical to those so terminated, and the Subgrantee shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items or services included within the terminated part of the Grant Agreement.

c. If the Grant Agreement is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Subgrantee to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Agency, such partially completed items, including, where applicable, reports, working papers

and other documentation, as the Subgrantee has specifically produced or specifically acquired for the performance of such part of the Grant Agreement as has been terminated. The Commonwealth may withhold from amounts otherwise due the Subgrantee for such completed or partially completed works, such sum as the Commonwealth determines to be necessary to protect the Commonwealth against loss or to avoid noncompliance with Federal laws, regulations, or guidelines.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Subgrantee's administrative remedies as set forth in Paragraph 18, the Subgrantee's exclusive remedy shall be to seek damages in the Board of Claims.

16. FORCE MAJEURE

The Subgrantee shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Subgrantee becomes aware, or should have reasonably become aware, that causes beyond its control and without the fault of negligence of either party will prevent or delay its performance under this Grant Agreement. Causes beyond a party's control may include, but aren't limited to, acts of God or war, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines.

The Subgrantee's notification to the Commonwealth shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Grant Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Subgrantee shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Grant Agreement and recoup the total amount of grant funding or, if possible under federal requirements, to extend the time for performance as reasonably necessary to compensate for the Subgrantee's delay. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Subgrantee, may suspend all or a portion of the Grant Agreement.

17. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Grant Agreement for any of the following reasons. Termination shall be effective upon written notice to the Subgrantee.

a. TERMINATION FOR CONVENIENCE: The Commonwealth shall have the right to terminate the Grant Agreement for its convenience if the Commonwealth determines termination to be in its best interest. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.

b. NON-APPROPRIATION: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability or appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Grant Agreement. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.

c. TERMINATION FOR CAUSE: The Commonwealth shall have the right to terminate the Grant Agreement for Subgrantee default under Paragraph 15, Default, upon written notice to the Subgrantee. The Commonwealth shall also have the right, upon written notice to the Subgrantee, to terminate the Grant Agreement for other cause as specified in the Agreement or by law. If it is later determined that the Commonwealth erred in terminating the Grant Agreement for cause, then, at the Commonwealth's discretion, the Grant Agreement shall be deemed to have been terminated for convenience under the Subparagraph 17.a. In no event shall the Subgrantee be entitled to recover any loss from the Commonwealth due to its loss of grant funds.

18. CONTRACT CONTROVERSIES

a. In the event of a controversy or claim arising from the Grant Agreement, the Subgrantee must, within six months after the cause of action accrues, file a written claim with the Agency's contracting officer for a determination. The claim shall state all grounds upon which the Subgrantee asserts a controversy exists. If the Subgrantee fails to file a claim or files an untimely claim, the Subgrantee is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Subgrantee or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Subgrantee. The contracting officer shall send his/her written determination to the Subgrantee. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Subgrantee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Subgrantee shall proceed diligently with the performance of the Grant Agreement in a manner consistent with the determination of the contracting officer.

19. ASSIGNABILITY AND SUBCONTRACTING

a. Subject to the terms and conditions of this Paragraph 19, this Grant Agreement shall be binding upon the parties and their respective principals, agents, successors and assigns.

b. The Subgrantee may not assign, in whole or in part, this Grant Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.

c. For the purposes of this Grant Agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Subgrantee provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

d. Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Subgrantee and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Grant Agreement and to assume the duties, obligations, and responsibilities being assigned.

e. A change of name by the Subgrantee, following which the Subgrantee's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Subgrantee shall give the Commonwealth written notice of any such change of name.

20. OTHER SUBGRANTEES OR CONTRACTORS

The Commonwealth may undertake or award other Grants or Contracts for additional or related work, and the Subgrantee shall fully cooperate with other Subgrantees or Contractors and Commonwealth employees to ensure Subgrantee's work is coordinated with and does not hinder the additional or related work. The Subgrantee shall not commit or permit any act which will interfere with the performance of work by any other Subgrantee or Contractor or by Commonwealth employees. The Agency may recoup all grant funds provided under this Grant Agreement if any act committed by the Subgrantee, in the discretion of the agency, interferes with the performance of work by any other Subgrantee, Contractor, or federal or Commonwealth employee.

21. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Subgrantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, subgrantee, a contractor, a subcontractor, or any person acting on behalf of the subgrantee 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. The subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.

3. The subgrantee, contractor or any 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 grant services are performed shall satisfy this requirement.

4. The subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

5. The subgrantee, contractor and 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 subgrantee, contractor and 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 subgrantee, any contractor or any 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 granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

7. The subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

22. 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 if 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.

23. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Subgrantee is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, Subgrantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Subgrantee includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Subgrantee certifies, in writing, for itself and its contractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Subgrantee, nor any such contractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Subgrantee

cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

b. The Subgrantee also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Subgrantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Subgrantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Subgrantee, 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.

d. The failure of the Subgrantee 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 the Grant Agreement with the Commonwealth.

e. The Subgrantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Subgrantee's compliance with the terms of this or any other agreement between the Subgrantee and the Commonwealth that results in the suspension or debarment of the Subgrantee. 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. The Subgrantee shall not be responsible for investigative costs for investigations that do not result in the Subgrantee's suspension or debarment.

f. The Subgrantee 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
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

24. AMERICANS WITH DISABILITIES ACT

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Subgrantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Subgrantee 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 and Subgrantees.

b. The Subgrantee 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 Subgrantee's failure to comply with the provisions of subparagraph a above.

25. HAZARDOUS SUBSTANCES

The Subgrantee shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Subgrantee in the performance of the Contract. The Subgrantee must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

a. Labeling. The Subgrantee shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Subgrantee is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):

    1. Hazardous substances:

        a. The chemical name or common name,
        b. A hazard warning, and
        c. The name, address, and telephone number of the manufacturer.

    2. Hazardous mixtures:

        a. The common name, but if none exists, then the trade name,
        b. The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
        c. The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
        d. A hazard warning, and
        e. The name, address, and telephone number of the manufacturer.

    3. Single chemicals:

        a. The chemical name or the common name,
        b. A hazard warning, if appropriate, and
        c. The name, address, and telephone number of the manufacturer.

    4. Chemical Mixtures:

        a. The common name, but if none exists, then the trade name,
        b. A hazard warning, if appropriate,
        c. The name, address, and telephone number of the manufacturer, and
        d. The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

    A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

b. Material Safety Data Sheet. The Subgrantee shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Subgrantee shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Subgrantee shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

26. COVENANT AGAINST CONTINGENT FEES

The Subgrantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant Agreement or associated grant funding upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Subgrantee for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Grant Agreement without liability or in its discretion to recover the full amount of such commission, percentage, brokerage, or contingent fee from the Subgrantee.

27. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Subgrantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Subgrantee agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. INTEGRATION

The Grant Agreement, including all referenced documents and attachments, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Subgrantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Grant Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions unless otherwise explicitly stated

within the agreement. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Grant Agreement. No modifications, alterations, changes, or waiver to the Grant Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made pursuant to the terms of the Grant Agreement or using the appropriate Commonwealth form.

29. CHANGES

The Commonwealth reserves the right to *make changes* at any time during the term of the Grant Agreement or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Grant Agreement and actual quantities; 2) to make changes to the services within the scope of the Grant Agreement ; 3) to notify the Subgrantee that the Commonwealth is exercising any Grant Agreement renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Grant Agreement to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such *change shall be made by the Commonwealth by notifying the Subgrantee in writing.* The *change* shall be effective as of the date *of* the *change*, unless the *notification of change* specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Grant Agreement, nor, if performance security is being furnished in conjunction with the Grant Agreement, release the security obligation. The Subgrantee agrees to provide the service in accordance with the change order. Any dispute by the Subgrantee in regard to the performance required *by any notification of change* shall be handled through Paragraph 18, "Contract Controversies".

30. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Grant Agreement shall be the exclusive terms of agreement between the Subgrantee and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Subgrantee's invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Subgrantee and not binding on the Commonwealth.

31. RIGHT TO KNOW LAW

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Subgrantee's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Subgrantee using the legal contact information provided in this Contract. The Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Subgrantee's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Subgrantee shall:

d. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Subgrantee's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

e. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

f. If the Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Subgrantee considers exempt from production under the RTKL, the Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

g. The Commonwealth will rely upon the written statement from the Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

h. If the Subgrantee fails to provide the Requested Information within the time period required by these provisions, the Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

i. The Commonwealth will reimburse the Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

j. The Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

k. The Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Subgrantee has Requested Information in its possession.

Grant Provisions - Right to Know Law 8-K-1580, 2/1/2010

a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.

b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:

    1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
    2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

FEDERAL EMERGENCY MANAGEMENT AGENCY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over $100,000, as defined at 44 CFR Part 18, the applicant 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 of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of ar had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public t ransactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to privide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform empoyees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Attachment E

OMB Approval No.: 4040-0007
Expiration Date: 07/30/2010

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Completed on submission to Grants.gov	
* APPLICANT ORGANIZATION	* DATE SUBMITTED
	Completed on submission to Grants.gov

Attachment F

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No.4040-0009
Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

Attachment F

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
* APPLICANT ORGANIZATION	* DATE SUBMITTED
	Completed on submission to Grants.gov

ATTACHMENT G
COMMONWEALTH OF PENNSYLVANIA

APPLICANT NAME: _____ COUNTY: _____

Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

Applicant must provide information along with Applicant's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Applicant provides such information.

DUNS NUMBER

DUNS Number:	
DUNS Number + 4 (if applicable):	

[INSTRUCTIONS: Applicant must provide its assigned DUNS number, and DUNS + 4 number if applicable. Applicant must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to their sub-grant agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.]

PRIMARY LOCATION

City:	
State:	
Zip+4:	

[INSTRUCTIONS: Applicant must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Applicant must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]

Compensation of Officers

Officer 1 Name:	
Officer 1 Compensation:	
Officer 2 Name:	
Officer 2 Compensation:	
Officer 3 Name:	
Officer 3 Compensation:	
Officer 4 Name:	
Officer 4 Compensation:	
Officer 5 Name:	
Officer 5 Compensation:	

By marking the following box Applicant affirms they do not meet the conditions for reporting highly compensated officials ☐

[INSTRUCTIONS: Applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--
(i) the entity in the preceding fiscal year received—
(I) 80 percent or more of its annual gross revenues in Federal awards; and
(II) $25,000,000 or more in annual gross revenues from Federal awards: and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
If the Applicant does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Applicant.