

# **EXHIBIT A**

## **Federal Requirements and Conditions**

### **A. NONDISCRIMINATION CLAUSE**

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

1. THE CONTRACTOR shall not discriminate against any employee, applicant for employment, independent entity or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. THE CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. THE CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the agency setting forth the provisions of this nondiscrimination clause.

2. THE CONTRACTOR shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

3. THE CONTRACTOR shall send each labor union or worker's representative, with which it has a collective bargaining agreement or understanding, a notice advising said labor union or workers representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by THE CONTRACTOR.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that THE CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that THE CONTRACTOR will be unable to meet its obligations under this nondiscrimination clause, THE CONTRACTOR shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. THE CONTRACTOR shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of THE CONTRACTOR's noncompliance with the nondiscrimination clause of this agreement or with any such laws, this agreement may be terminated or suspended, in whole or in part, and THE CONTRACTOR may be declared temporarily ineligible for further Commonwealth agreements, and other sanctions may be imposed and remedies invoked.

7. THE CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the PGC and the Office of Administration,

Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provision of this clause. If THE CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Bureau of Affirmative Action.

8. THE CONTRACTOR shall actively recruit minority subentities or subentities with substantial minority representation among their employees.

9. THE CONTRACTOR shall include the provisions of this nondiscrimination clause in every agreement, so that such provisions will be binding upon each subentity.

10. THE CONTRACTOR's obligations under this clause are limited to the CONTRACTOR's facilities within Pennsylvania, or, where the agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

## **B. AGREEMENT INTEGRITY PROVISIONS**

### 1. Definitions:

- a. *Confidential* information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to entity with the Commonwealth.
- 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 agreement terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
- c. *THE CONTRACTOR* means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
- d. *Financial interest* means:
  - (1) Ownership of more than a 5% interest in any business;
  - or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. *Gratuity* means any payment of more than nominal

monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits or money, services, employment, or agreements of any kind.

2. THE CONTRACTOR shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern agreements with the Commonwealth.

3. THE CONTRACTOR shall not disclose to others any confidential information gained by virtue of this agreement.

4. THE CONTRACTOR shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by an officer or employee of the Commonwealth.

5. THE CONTRACTOR shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the Commonwealth.

6. Except with the consent of the Commonwealth, neither THE CONTRACTOR nor anyone in privity with THE CONTRACTOR shall accept or agree to accept from, or give or agree to give, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, THE CONTRACTOR shall not have a financial interest in any other entity, subentity, or supplier providing services, labor, or material on this project.

8. THE CONTRACTOR, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. THE CONTRACTOR, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. THE CONTRACTOR upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the CONTRACTOR's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the CONTRACTOR's business or financial records, documents or files of any type or form, which refer to or concern this agreement. Such information shall be retained by THE CONTRACTOR for a period of five years beyond the termination of the agreement unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any

other agreement with THE CONTRACTOR, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another agreement to complete performance hereunder, and debar and suspend THE CONTRACTOR from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### **C. OFFSET PROVISIONS**

1. THE CONTRACTOR agrees that the Commonwealth may set off the amount of any state tax liability or other debt of THE CONTRACTOR or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due THE CONTRACTOR under this or any other agreement with the Commonwealth.

### **D. THE CONTRACTOR RESPONSIBILITY PROVISIONS**

1. THE CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government.

2. If THE CONTRACTOR enters into any subagreements under this agreement with subentityors who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this agreement or any extensions or renewals thereof, the Commonwealth shall have the right to require the CONTRACTOR to terminate such subagreements.

3. THE CONTRACTOR agrees that is shall be responsible for reimbursing the Commonwealth for all necessary and reasonable costs and expenses incurred by the Office of the Inspector General relating to an investigation of the CONTRACTOR's compliance with the terms of this or any other agreement between THE CONTRACTOR and the Commonwealth which results in the suspension or debarment of THE CONTRACTOR.

### **E. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

During the term of this agreement, THE CONTRACTOR agrees as follows:

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

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

**F. OTHER PROVISIONS CONCERNING FEDERAL FUNDING UNDER GRANT AWARD**

1. Only allowable costs resulting from project activities listed under this contract that are incurred during the project period may be invoiced under this contract. These dates may be amended as necessary within the term of this contract.

2. All federal requirements under 2 CFR 200, 220, 230, 43 CFR 12 and 50 CFR 80 for utilization of federal funds are applicable to this project contract and the work performed by THE CONTRACTOR.

3. Annual interim financial and performance reports and final financial and performance reports may be required under this contract per Federal Requirements.

4. THE CONTRACTOR may make minor changes to approved project plans and budget amendments within the approved direct cost budget to meet unanticipated requirements. However, certain types of changes in budgets and projects require the prior approval of the USFWS and the PGC. Please refer to 43 CFR 12.925 for additional information on the types of changes that require prior written approval from the USFWS and therefore, the PGC.