

Pennsylvania Department of Education Contractor Requirements
Updated January 2024

The Contractor shall abide by the Pennsylvania Department of Education Master Standard Terms and Conditions, found at www.education.pa.gov/mstc as amended by the School District of Philadelphia Addendum, which are incorporated herein, and which include, but are not limited to, the following:

1. Funds and fees, if any, authorized to be incurred by the Contractor under this Contract but not accrued hereunder by the Contractor on or before the expiration or earlier termination of the Term of this Contract remain subject to the Unexpended Funds provisions of the Contractor's applicable agreement with the Commonwealth of Pennsylvania Department of Education. Any such unexpended funds may be subject to return to the Commonwealth of Pennsylvania Department of Education within sixty (60) days of the project's ending date, depending upon applicable program requirements.

2. The Contractor shall indemnify, defend and save harmless the School District and the Commonwealth of Pennsylvania Department of Education, and their respective officers, agents and employees:

a. from and against any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other persons, firms, corporations or other legal entities furnishing or supplying work, services, materials or supplies in connection with the performance by the Contractor under this Contract;

b. from any and all claims and losses occurring or resulting to any persons, firms, corporations or other legal entities who may be injured or damaged by the Contractor in the performance of this Contract;

c. against any liability including costs and expenses for violation of proprietary rights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of, any data furnished under this Contract, or based on any libelous or other unlawful matter contained in such data; and

d. against all audit exceptions arising from the Contractor's violation, if any, of one or more of the terms and conditions of this Contract.

3. *Copyright Indemnity.* The Contractor shall defend any suit or proceeding brought against the Commonwealth or the School District on account of any alleged infringement of any copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies and computer programs provided by the Contractor. This is upon the condition that the Commonwealth or School District 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 and the School District may participate in the defense of any such action. The Contractor shall pay all damages and costs awarded therein against the Commonwealth and the School District. If information and assistance are furnished by the Commonwealth or the School District at the Contractor's written request, it shall be only that within the Contractor's written authorization. If any of the materials, reports, studies or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at his own expense and at his option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing. The obligations of the Contractor under this paragraph continue without time limit.

4. *Nondiscrimination/Sexual Harassment Clause.* During the term of this Contract, the Contractor agrees as follows:

a. 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, the Contractor, a subcontractor, or any person acting on behalf of the Contractor 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.

b. The Contractor, any subcontractor of the Contractor 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.

c. The Contractor, or any subcontractor of the Contractor 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.

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

e. The Contractor and each subcontractor of the Contractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor of the Contractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor or any subcontractor of the Contractor shall, upon request and within the time periods requested by the Commonwealth or the School District, 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.

f. The Contractor or any subcontractor of the Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subaward agreement, contract or subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g. The Contractor and each 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 Contractor and each subcontractor shall have an obligation to inform the Commonwealth and the School District if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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

5. *Equal Opportunity for the Handicapped.*

a. The Contractor agrees to abide by Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §§ 793 and 794, as amended) and implementing federal regulations. The Contractor assures that any benefits, services or employment available through the Contractor to the public by way of this Contract's funds, shall not be denied handicapped persons who are otherwise qualified or eligible for the benefits, services or employment available as a result of this Contract.

6. *Covenant Against Contingent Fees.* The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth and the School District shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7. *Sensitive Information.* The Contractor shall not publish or otherwise disclose, except to the Commonwealth and the School District and except matters of public record, any information or data obtained hereunder from private individuals, organizations or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. While this Contract is in effect any documentation provided by the Contractor, if marked as proprietary information, shall be held by the Commonwealth and by the School District to the best of its ability as confidential and protected from unauthorized disclosure. The Commonwealth or the School District shall have the right to reproduce, including a proprietary notice, or copy any portion of such documentation for its own use. All such copies will be treated as the property of the Contractor.

8. *Publication Rights.* All property rights, including publication rights, in the interim, draft and final reports

and other documentation produced by the Contractor in connection with the work provided for under this Contract, shall rest with the Commonwealth and the School District. The Contractor shall not publish any of the results of the work without the written permission of the Pennsylvania Department of Education and the School District.

9. *Patents and Copyrights.* If, in the course of performance of services pursuant to this Contract, the Contractor produces patentable items, patent rights processes or inventions, said items, rights, processes, inventions or discoveries become the property of the Commonwealth.

If, in the course of the performance of services pursuant to this Contract, the Contractor produces copyrightable material, the copyright rests with the Commonwealth. The Contractor shall provide public notice of the Commonwealth's copyright ownership by placing the following designation on all copies of the material: (1) the symbol c or the word "Copyright" or the abbreviation "Copr."; (2) the year of the first publication; and (3) the name of the owner of the copyright. For example: "Copyright 1995 Commonwealth of Pennsylvania." The notice is to be affixed to all copies in such a manner and location as to give reasonable notice of the claim of the copyright.

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 under this Contract.

10. *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.

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

1). "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.

2). "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.

3). "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.

4). "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.

5). "Non-bid Basis" means a contract awarded or executed by the Commonwealth or the School District with Contractor without seeking bids or proposals from any other potential bidder or offeror.

6). "Contractor" means the individual or entity that has entered into this contract with the School District.

7). "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.

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

1). 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.

2). 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.

3). 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.

4). 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.

5). Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

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

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

6). Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13AOI 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).

7). 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.

8). 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.

9). 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.

10). For violation of any of these Contractor Integrity Provisions, the Commonwealth or the School District 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 anyone 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.

11. *Commonwealth's Contractor Responsibility Provisions.*

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth or the School District, that as of the date of its execution of this Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality or authority, and, if the Contractor cannot so certify, then it agrees to submit, along with the Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this 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 Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth and the School District 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 Contractor, 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 Contractor to notify the Commonwealth or the School District of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract.

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

f. The Contractor may obtain the current list of suspended and debarred 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**

12. *Provisions concerning the Americans With Disabilities Act.* During the term of this Agreement, the Contractor agrees as follows:

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

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania and School District from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Pennsylvania or School District or both, as a result of the Contractor's failure to comply with the provisions of paragraph 12.a. above.

13. *Right to Know Law.*

a. The Contractor understands that this Contract and records related to or arising out of this Contract as subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL").

b. If the Commonwealth or the School District need Contractor's assistance in any matter arising out of the RTKL related to this Contract, the Commonwealth or the School District shall notify the Contractor using the contact information provided in the Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior notice to the Commonwealth and the School District.

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

1). Provide the Commonwealth and the School District, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document 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 or the School District may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor 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 Contractor

considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and the School District and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

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

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

g. The Commonwealth will reimburse the Contractor 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. The Contractor may file a legal challenge to any Commonwealth or School District decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, the Contractor shall indemnify the Commonwealth and the School District for any legal expenses incurred by the Commonwealth or the School District 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 Contractor's failure, including any statutory damages assessed against the Commonwealth or the School District, regardless of the outcome of such legal challenge. As between the parties, the Contractor 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 Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

14. *Pro-Children Act of 1994.* Pursuant to the Pro-Children Act of 1994, 20 U.S.C. §6081 et seq., the Contractor assures that:

a. The Contractor prohibits smoking within any indoor facility owned or leased or granted for and utilized by the Contractor for the routine or regular kindergarten, elementary or secondary education or library services to children; and

b. The Contractor prohibits smoking within any indoor facility (or portion thereof) owned or leased or granted for by the Contractor for the provision by the Contractor of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of the employees of the Contractor who provide such services, except that this subsection shall not apply to:

1). any portion of such facility that is used for inpatient hospital treatment of individuals dependent on, or addicted to, drugs or alcohol; and

2). any private residence.

15. *Federal Assurance Clause.* The Contractor's activities under this Contract shall be carried out on a nondiscriminatory basis in accordance with 34 CFR Parts 100, 104 and 106 and 45 CFR Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, handicap or age), the Civil Rights Act of 1870, as amended (42 U.S.C. §§ 1981 et seq.) and the Federal Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), and shall be carried out in accordance with the Fair Labor Standards Act (29 U.S.C. §§201-219), Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. § 4601 et seq.), Equal Pay Act (29 U.S.C. §206), 34 CFR Parts 76, 80, 82, 98 and 99, and Office of Management and Budget Circulars A-87, A-102, A-110, A-128 and A-133, as applicable. The Contractor certifies that it is acting in compliance with the provisions of 34 CFR Part 85 (relating to debarment and suspension), 20 U.S.C. §3224(a) (relating to drug and alcohol abuse prevention programs), and 31 U.S.C. § 1352 (relating to lobbying).

16. *Gun Free Schools Clause.* As required by the Gun-Free Schools Act, 20 U.S.C. § 7151 et seq., the Contractor assures that, as a condition of receiving funds under this Contract, it is complying with 24 P.S. § 13-1317.2.

17. *Federal Lobbying Certification.*

The following applies if this Contract provides payment over \$100,000 of federal funds to the Contractor: The Contractor certifies, to the best of its knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor 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 awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

c. The Contractor shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. *Federal Funding Accountability and Transparency Act Provisions.*

a. Registration and Identification Information

Contractor 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.

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

b. Primary Location

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

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

c. Compensation of Officers

Contractor 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 IS(d) of the Securities Exchange Act of 1934 (IS U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Contractor 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 Contractor.

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

19. *Additional Commonwealth Terms and Conditions.*

a. The Contractor shall be liable for all disallowed costs, as determined during program audits or reviews, or as otherwise determined. The Contractor shall be liable for any payments made to, or for, any participants determined ineligible during program audits or reviews, or as otherwise determined.

b. The Contractor shall administer grant equipment, materials and supplies purchased with the funds provided by this Contract and use the funds provided hereunder for the purposes stated in the Contract and in accordance with the applicable Federal and state laws and regulations and the most current program guidelines issued by the Commonwealth. Without limitation of the foregoing, the Contractor shall comply with all federal regulations concerning the use of funds or property purchased with federal funds, including 34 C.F.R. §§ 74.31 through 74.37 (concerning the management and disposition of property charged to a project supported by a Federal award).

c. The School District and the Commonwealth recognize that in actual practice, overcharges by the Contractor's suppliers resulting from violations of state and Federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has or may hereafter acquire under state or Federal antitrust laws relating to the goods or services which are the subject of this Contract.

d. **Environmental Protection:** In carrying out this Agreement, the Grantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended; the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended; and the Dam Safety and Encroachments Act of November 26, 1978, P.L. 1375, as amended) (this clause does not apply to any project that does not have an environmental component).

e. In addition to any other notice required hereunder, the Contractor shall notify the Department's Division of Procurement and Grants in the event of Contractor debarment or suspension by any agency or department of the federal government or by any state.

20. *Specific Clauses* . In supplementation and not in limitation of the terms, covenants and conditions set forth in this Contract and the applicable Grant Agreement, the Parties expressly agree as follows.

a. The Parties expressly include in this Contract the provisions of Section 8, Nondiscrimination/Sexual Harassment Clause, pages 1 – 2, of the Pennsylvania Department of Education Master Standard Terms and Conditions, part of the applicable Grant Agreement, so that the provisions set forth therein apply to and legally bind the Contractor and its Subcontractors, etc.

b. The Parties expressly includes the provisions of subsection 9.a., Equal Opportunity for the Handicapped, page 3 of the Pennsylvania Department of Education Master Standard Terms and Conditions, part of the applicable Grant Agreement, so that this provision binds the Contractor and any and all Subcontractors.