York and Lancaster Counties

Habitat Improvement

Grant Program Application Package

This package guides potential applicants to the Pennsylvania Fish and Boat Commission’s York and Lancaster Counties Habitat Improvement Grant Program. **Part A** describes the program being implemented, including qualifications for grants. **Part B** contains the application checklist, application data sheets, and any accompanying instructions for completing the application.

# PART A: Habitat Improvement Grant Program Information and Instructions

Before an applicant completes the application form (Part B), it is important to read Part A to ensure that (1) the project is of the type that may be granted by the Program, and (2) the applicant understands how the Program will be administered. This Part provides information regarding the following issues:

* Purpose of the Restoration Fund
* Projects Eligible for Funding and Funding Priorities
* Eligible Applicants
* Process Used by the PFBC to Evaluate Applications
* Terms, Size, and Conditions of Grants
* Pre-application Contacts
* Dates and Locations for Submission of Applications

## Purpose of Restoration Fund

The Peach Bottom Atomic Power Station (PBAPS) is an electrical power generating facility located along the Susquehanna River in Peach Bottom Township, York County and Fulton and Drumore townships, Lancaster County. On July 23, 2014, the Pennsylvania Department of Environmental Protection (PADEP) issued a Section 401 Water Quality Certification to Exelon Generation Company, LLC (Exelon) for the PBAPS Extended Power Uprate (EPU) project. The continued operation of the PBAPS and the EPU project will have impacts to the aquatic resources.

Therefore, Exelon will mitigate the impacts by providing $100,000 per year to the Pennsylvania Fish and Boat Commission (PFBC) (or conservation district, other resource agency or 501(c)(3) corporation as directed by PADEP) as long as the PBAPS is in operation. This funding shall be deposited in a PFBC restricted revenue account, and all funds, including interest, shall be used for habitat improvement projects consistent with established guidelines.

## Projects Eligible for Funding and Funding Priorities

To be eligible, projects must be located in York or Lancaster County and be a habitat improvement and/or a sediment reduction project. This shall include stream improvement projects, agricultural best management practices, and small dam removal projects.

The PFBC has identified specific watersheds within York and Lancaster Counties to receive priority funding under this grant program (Figure 1). The PFBC will afford projects within the priority watersheds a higher priority than projects outside of the priority watersheds. Projects shall fit into one or more of the following categories.

1. Habitat Improvement Projects:
	* Forested Stream Buffers **(priority funding to buffers at least 50 feet in width)**
	* Wetland Creation Projects **(priority funding)**
	* In-Stream Habitat Improvement and Maintenance
	* Dam Removal
	* Riparian Buffer Maintenance
	* Stream Bank Restoration and Maintenance
2. Installation of Agricultural Best Management Projects:
	* Forested Stream Buffers **(priority funding to buffers at least 50 feet in width)**
	* Wetland Creation Projects **(priority funding)**
	* Barnyard Best Management Practices
	* Pasture Best Management Practices
	* Field Best Management Practices
	* Stream Restoration Projects

Preference will be given to applications that seek funding for construction. However, applications for funding for design will be considered if the design will lead to a high probability of the project being completed.

## Eligible Applicants

To be eligible, applicants must meet one of the following criteria. Although the applicant does not have to be located in York or Lancaster County, the project has to be implemented in one of those counties.

* Commonwealth and federal agencies involved with the protection and conservation of environmental resources and fish/wildlife habitat;
* Counties and municipalities (boroughs, townships, etc.);
* County conservation districts;
* Councils of Government;
* Watershed/conservation organizations that promote local watershed/conservation efforts;
* Other organizations involved in research, restoration, rehabilitation, planning, acquisition, development, land conservation, education or other activities that further the protection, enhancement, conservation, preservation or enjoyment of Pennsylvania's environmental, conservation, recreation or similar resources.

**Note:** Non-governmental organizations must meet all the following criteria in order to be eligible for funding:

* The organization’s bylaws must indicate that its charitable purpose includes the preservation or conservation of critical habitat, open space, watersheds, rivers and streams, or natural areas for public benefit.
* The organization must be incorporated with the Pennsylvania Department of State, Bureau of Corporations
* The organization must be tax-exempt under Section 501 (c)(3) of the Internal Revenue Code of 1986.
* The organization must be registered with the Pennsylvania Department of State, Bureau of Charitable Organizations. This requirement will be waived for grant requests of less than $5,000.
* The organization must be in existence for at least 5 consecutive years.

**Ineligible Applicants**

Ineligible applicants include individuals, private for-profit firms and others that do not fall within the eligibility categories.

**Process Used by PFBC to Evaluate Applications**

Applications will be reviewed for applicant eligibility and completeness. Although the PFBC will attempt to obtain missing information from the applicant, it is the applicant’s responsibility (and not that of the PFBC) to ensure that application packages are complete. Incomplete applications will not be considered in the evaluation process. The PFBC may request supplemental information and/or a site visit if it determines that such information is necessary to assist in evaluating an application.

## Size, Terms, and Conditions of Grants

No single project will receive more than $75,000 in funding. Applicants are encouraged to secure matching funds in the form of grants from other institutions, cash, in-kind labor, equipment, materials and supplies. PFBC services or grants from other PFBC programs cannot be used as match.

Funding for selected projects will not include any indirect administrative costs and, except in rare instances, will not include direct administrative costs. In no case will funding for direct administrative costs be greater than 10% of the total funding for a selected project.

Selected applicants must be willing to enter into a cooperative agreement with the PFBC that is in substantially the same form as the attached agreement.

## Pre-application Contacts

Applicants may contact Tyler Neimond, Chief-Division of Habitat Management, if they have questions about the Program or the application process. He can be reached at (814) 359-5185 or contacted via e-mail at tneimond@pa.gov

## Date and Location for Submission of Applications

In order to be considered for funding, complete application packages must be postmarked by April 15th, 2022. One typed hard copy and one electronic copy of the completed application package must be submitted to:

**York and Lancaster Counties**

**Habitat Improvement Grant Program**

Tyler Neimond

Chief- Division of Habitat Management

Pennsylvania Fish & Boat Commission

595 East Rolling Ridge Drive

Bellefonte, PA 16823-9620

**PART B. Grant Application Forms and Checklist**

**Instructions: Save this file to your computer. The text boxes will expand as text is entered. Complete all fields as appropriate.**

|  |
| --- |
| **Check List:** |
| [ ]  | **Completed all parts 1-8 (e.g., project title, contact information, location, project type, organization, timeline).** |
| [ ]  | **Map showing location and extent of area encompassed by the project.** |
| [ ]  | **Completed project description (Section 9a-f).** |
| [ ]  | **Completed budget information, including justification (Section 10a-c), and, “Detailed Budget”.**  |
| [ ]  | **Is the application signed and dated?** **IMPORTANT: All applications must be signed and dated.**  |

|  |  |
| --- | --- |
| 1. **PROJECT TITLE**
 |  |
| 1. **LOCATION**
 |
| **Watershed/ Stream**  |  |
| **County(ies)** |  |
| **Township(s)** |       |
| **Latitude** |  | **Longitude** |  |
| **Check if map is attached** | **[ ]**  |
| 1. **APPLICANT INFORMATION**
 |
| **Name of Organization**  |  |
| **Address** |  |
| **City** |  |
| **State** |  | **Zip Code** |  |
| **Phone (including area code)** |  | **FAX** |  |
| **E-Mail**  |  |
| **Contact Person**  |  |
| 1. **TYPE OF ORGANIZATION**
 |
| [ ]  **Sportsman’s** | **[ ]  Watershed** | [ ]  **Conservation District** |
| [ ]  **Government** | [ ]  **Other** | **Specify** |  |
| **SAP Vendor Number** |  |
| 1. **PROJECT TYPE (check all the apply)**
 |
| **[ ]  Forested Stream Buffer** | **[ ]  Wetland Creation Project** |
| **[ ]  In-Stream Habitat Improvement and Maintenance** | **[ ]  Dam Removal** |
| **[ ]  Riparian Buffer Maintenance** | **[ ]  Stream Bank Restoration and Maintenance** |
| **[ ]  Barnyard Best Management Practices** | **[ ]  Pasture Best Management Practices** |
| **[ ]  Field Best Management Practices** | **[ ]  Stream Restoration Projects** |
| **[ ]  Other** | **Specify:** |  |
| 1. **PROJECT TIMELINE**
 |
| **Project Duration (months)** |  |
| **Anticipated start date** |  |
| 1. **RELEVANCE TO CONSERVATION PLANS**
 |
| **7a. Does your project implement recommendations of an existing watershed, habitat improvement or river conservation plan?**  | **[ ]  YES** | **[ ]  NO** |
| **If “yes”, identify the plan, responsible organization, and contact person:**  |       |
| 1. **Will Permits be required to complete the work?**
 | **[ ]  YES** | **[ ]  NO** |
| **If “yes”, specify the Permit(s) and if they have been issued.** |  |

|  |
| --- |
| 1. **PROJECT DESCRIPTION**
 |
| 1. **Project description (Brief): A 2-3 sentence summary of the project. Briefly describe the project and its anticipated benefits**
 |
| **A.** |       |
| 1. **NEED: Why is the project needed? Describe why the project should be funded? Explain problems that the project will address.**
 |
| **B.** |       |
| 1. **OBJECTIVES: What is expected to be accomplished? When relevant, explain how the project is commensurate with other projects, plans or studies already completed or underway.**
 |
| **C.** |       |
| 1. **APPROACH: How will the work be accomplished? Provide a detailed list of implementation activities, the costs per activity, responsible parties, expected completion dates. List project partners.**
 |
| **D.** |       |
| 1. **ANTICIPATED BENEFITS AND OUTCOMES: What expected benefits are anticipated from this work? What are measurable environmental benefits that will be achieved?**
 |
| **E.**  |       |
| 1. **Project size/Location: When appropriate, indicate the size of the project (e.g., acres, length of riparian corridor), and provide a detailed map of the project area.**
 |
| **F.** |       |

|  |
| --- |
| **Attach additional sheets, if necessary. If relevant, include digital images, reference to other plans or projects, etc.** |
|       |

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| --- |
| 1. **BUDGET**
 |
| 1. **Sub-contracting**: **Do you intend to subcontract any of the work?**
 | **[ ]  YES** | **[ ]  NO** |
| **If “yes”, describe** |       |
| 1. **Matching Funds: Will the project be using matching funds of any kind (e.g., cash, in-kind services, volunteers)?**
 | **[ ]  YES** | **[ ]  NO** |
| **If “yes”, describe** |       |
| 1. **Budget Justification: Provide a brief statement explaining why these costs are necessary.**
 |
| **Justification** |       |

**BUDGET TABLES: Please complete the Detailed Budget.**

## 11. CERTIFICATION AND SIGNATURE

I certify that the information in this application is true and correct to the best of my knowledge.

Submitted By:

 Signature Date

Printed Name Title

Detailed Budget

Partner Name:

Project Name:

|  |  |  |
| --- | --- | --- |
| **Budget Item/Quantity/Rate:** | Total Cost | PFBC Grant Share |
| *Material: (Itemize Below)* |  |  |
|       |       |       |
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| *Tools/Equipment: (Itemize Below)* |  |  |
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|       |       |       |
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| *Labor: (Itemize Below)* |  |  |
|       |       |       |
|       |       |       |
|       |       |       |
|  **Total:** |       |       |



COMMONWEALTH OF PENNSYLVANIA

COOPERATIVE AGREEMENT

**BETWEEN**

**PENNSYLVANIA FISH AND BOAT COMMISSION**

**AND**

Click here to enter text.

THIS COOPERATIVE AGREEMENT made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the COMMONWEALTH OF PENNSYLVANIA, PENNSYLVANIA FISH AND BOAT COMMISSION, with offices at 1601 Elmerton Avenue, Harrisburg, PA 17110, hereinafter referred to as the PFBC

and

Click here to enter text., with offices at Click here to enter text., hereinafter referred to as Grantee. The PFBC and Grantee are collectively referred to as the Parties.

**BACKGROUND:**

Whereas, the Peach Bottom Atomic Power Station (PBAPS) is an electrical power generating facility located along the Susquehanna River in Peach Bottom Township, York County, and Fulton and Dunmore townships, Lancaster County; and

Whereas, on July 23, 2014, the Pennsylvania Department of Environmental Protection (PADEP) issued a Section 401 Water Quality Certification to Exelon Generation Company, LLC (Exelon) for the PBAPS Extended Power Uprate (EPU) project; and

Whereas, the continued operation of the PBAPS and the EPU project will have impacts to the aquatic resources, and Exelon will mitigate these impacts by providing $100,000 per year to the PFBC as long as the PBAPS is in operation; and

Whereas, the PFBC will use this funding for habitat improvement projects in York and Lancaster counties in a manner that is consistent with guidelines established by PADEP; and

Whereas, at its January 2016 meeting, the Commission established the Statewide Habitat Improvement and Fisheries Management Grant Program and authorized the Executive Director to approve individual grants in the amount of $100,000 or less per grantee per year for projects meeting the objectives of the Program, as set forth in the minutes from that meeting, which are incorporated herein by reference; and

Whereas, following a competitive grant process in 20Click here to enter text., PFBC staff recommended Grantee’s project entitled “Click here to enter text.” for funding.

**TERMS AND CONDITIONS:**

NOW, THEREFORE, the Parties, agreeing to be legally bound, in consideration of the mutual covenants hereof and the mutual benefits hereby conferred, do mutually agree as follows:

1. **SCOPE OF WORK.** Grantee shall Click here to enter text., hereinafter referred to as the Project, in accordance with the specifications and budget attached hereto as Exhibit A and incorporated herein.
2. **PAYMENT TERMS.**
3. The PFBC shall reimburse Grantee for 100% of the eligible Project costs as described in the budget up to a maximum total sum of $Click here to enter text..
4. Grantee shall invoice the PFBC for the costs of the Project upon completion. Invoices shall reflect eligible Project costs and shall adhere to the requirements set forth in Exhibit B.
5. Grantee understands and agrees that the PFBC’s payments to Grantee shall be made on a reimbursement basis, and the PFBC shall only be obligated to reimburse Grantee for work performed to the PFBC’s satisfaction. Upon receipt of an invoice and upon final inspection and approval of the Project by the PFBC, the PFBC shall reimburse Grantee. No reimbursement will be made for invoices that are not in the proper form.
6. **REPORTS.** Grantee shall submit semi-annual progress reports to the PFBC on April 30 and October 31 each year. Grantee shall submit a final report for the Project when Grantee submits its invoice for the costs of the Project upon completion. The semi-annual reports shall, at a minimum, include a summary of results and the progress of Project objectives, significant activities scheduled for the following six month period and anticipated delays, setbacks and actions to resolve any problems. The semi-annual reports shall also contain a brief summary of accomplishments of the Project. The final report shall summarize the Project and describe how Project objectives were met. All reports shall include photographic documentation (before and after), if applicable, and such other information as the PFBC may require by written notice to Grantee. All reports shall be in Microsoft Word or Excel. Grantee shall submit one hard copy and one electronic copy of all reports to:

Tyler Neimond

Pennsylvania Fish and Boat Commission

450 Robinson Lane

Bellefonte, PA 16823

tneimond@pa.gov

1. **DESIGN.** The PFBC shall review and approve all designs prior to commencement of any work by Grantee, its agents or assigns. These designs shall include drawings and technical specifications. The PFBC shall complete its review of the designs and shall notify Grantee of any deficiencies within thirty (30) days of the PFBC’s receipt of the designs. Grantee shall correct any deficiencies and resubmit the designs within thirty (30) days of the PFBC’s notice of said deficiencies. Grantee shall advise the PFBC of scheduled activities and their implementation dates.
2. **INSPECTION.**  Grantee’s performance of its obligations shall be subject to inspection by the PFBC to insure compliance of materials, products and workmanship with approved plans and specifications. The PFBC may make periodic inspections and a final inspection to ensure that funds are properly spent by Grantee. These inspections will not include design/engineering adequacy or state and local code compliance.
3. **MAINTENANCE OF IMPROVEMENTS.** Grantee shall maintain habitat improvements installed by Grantee for a period of at least 10 years. Grantee also shall enter into a Landowner/Grantee Agreement with the owner of the property on which the improvements will be installed, utilizing the template provided by the PFBC or other form that is acceptable to the PFBC. For improvements on private property, this requirement will be satisfied by using the PFBC’s Agreement for Habitat Improvement and Public Fishing Access. Prior to the commencement of any work by Grantee, Grantee shall provide a copy of the recorded agreement to the PFBC. If Grantee ceases to maintain the improvements in accordance with this Agreement, Grantee will return all monies paid by the PFBC hereunder to the PFBC. In the event that Grantee determines that Grantee will no longer be able to maintain the improvements in accordance with this Agreement, Grantee shall notify the PFBC within fifteen (15) days of that determination. This paragraph shall survive the termination of the Agreement.
4. **[Note: Remove when not applicable.] PUBLIC ACCESS.** When Grantee installs habitat improvements on private property, Grantee shall ensure public fishing access on the property on which the improvements are installed for a period of at least 10 years. Grantee shall satisfy this requirement by entering into an Agreement for Habitat Improvement and Public Fishing Access with the owner of the property on which the improvements will be installed, utilizing the template provided by the PFBC or other form that is acceptable to the PFBC. Grantee, in coordination with the PFBC, shall erect and maintain such signs as may be necessary to inform the public that the property is open to free public fishing.This paragraph shall survive the termination of the Agreement
5. **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, Grantee and its employees will act as independent contractors and not as employees or agents of the Commonwealth. Except as otherwise provided by the terms of this Agreement, the Commonwealth shall have no control over the manner in which the contractual services are performed by Grantee or any employees or subcontractors of Grantee. Any job specifications or standards of work attached to or incorporated into this Agreement or any subcontracting restrictions contained in this Agreement shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by Grantee.
6. **COMPLIANCE WITH LAWS.** Grantee shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Agreement.
7. **PERMITS AND PERMISSIONS.** Grantee shall be responsible for procuring all permits necessary for the fulfillment of its obligations under this Agreement. Grantee also shall be responsible for obtaining the prior written permission of all property owners to enter upon their respective properties for the purposes of the Project. Upon request, Grantee shall provide copies of all permits and permissions to the PFBC.
8. **ENVIRONMENTAL PROVISIONS.** In the performance of this Agreement, Grantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
9. **OFFICIALS NOT TO BENEFIT.** Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No member of the General Assembly of the Commonwealth of Pennsylvania or any individual employed by the Commonwealth on a full-time basis shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from.
10. **COMMONWEALTH HELD HARMLESS.**
11. Grantee agrees to indemnify, defend and save harmless the Commonwealth, its officers, agents and employees from:
	* 1. any and all claims for payment, damages, costs or expenses demanded by any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement; and
		2. any damages to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth arising out of the willful or negligent acts or omissions of Grantee, its agents, subcontractors and employees in the performance of this Agreement; and
		3. any liability, including without limitations, costs and expenses for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.
12. The PFBC agrees to notify Grantee within a reasonable time of any written claims or demands against the PFBC for which Grantee is responsible under this paragraph.
13. **ASSIGNABILITY AND SUBCONTRACTING.**
14. Subject to the terms and conditions of this paragraph, this Agreement shall be binding upon the parties and their respective successors and assigns.
15. Grantee may subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement with the PFBC’s prior written consent and so long as Grantee retains ultimate control and responsibility for the Project and all subcontractors shall be bound by the terms and conditions of this Agreement and any other requirements applicable to Grantee in the conduct of the Project.
16. This Agreement may not be assigned by Grantee either in whole or in part without the prior written consent of the PFBC, which shall not be unreasonably withheld.
17. Any assignment consented to by the PFBC shall be evidenced by a written assignment agreement executed by Grantee and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Agreement and to assume the duties, obligations, and responsibilities being assigned.
18. A change of name by Grantee, following which Grantee’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Grantee shall give the PFBC written notice of any such change of name.
19. **DEFAULT.**
20. The PFBC may, subject to the provisions of the “Force Majeure” paragraph, and in addition to its other rights under this Agreement, declare Grantee in default by written notice thereof to Grantee, and terminate (as provided herein) the whole or any part of this Agreement for any of the following reasons.
	* 1. Failure to begin work within the time specified in this Agreement or as otherwise specified;
		2. Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the agreement terms;
		3. Unsatisfactory performance of the work;
		4. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
		5. Discontinuance of work without approval;
		6. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
		7. Insolvency or bankruptcy;
		8. Assignment made for the benefit of creditors;
		9. Failure or refusal, within 10 days after written notice by the PFBC, 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;
		10. Failure to protect, to repair, or to make good any damage or injury to property; or
		11. Breach of any provision of this Agreement.
21. The rights and remedies of the PFBC provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
22. The PFBC’s failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the PFBC of its rights and remedies in regard to the event of default or any succeeding event of default.
23. **FORCE MAJEURE.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

Grantee shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which Grantee becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall: (i) describe fully such cause(s) and its effect on performance; (ii) state whether performance under this Agreement is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. Grantee shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent effort to perform and shall produce such supporting documentation as the PFBC may reasonably request. After receipt of such notification, the PFBC may elect either to cancel this Agreement or to extend the time for performance as reasonably necessary to compensate for Grantee’s delay.

In the event of a declared emergency by competent governmental authorities, the PFBC by notice to Grantee, may suspend all or a portion of this Agreement.

1. **TERMINATION PROVISIONS.** The PFBC has the right to terminate this Agreement for any of the following reasons. Termination shall be effective upon written notice to Grantee.
2. *Termination for Convenience.* The PFBC shall have the right to terminate this Agreement for its convenience if the PFBC determines termination to be in its best interest. Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall Grantee be entitled to recover loss of profits.
3. *Non-Appropriation.* The PFBC’s obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and 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 PFBC shall have the right to terminate this Agreement. Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Agreement. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
4. *Termination for Cause.* The PFBC shall have the right to terminate this Agreement for default as provided herein, upon written notice to Grantee. The PFBC shall also have the right, upon written notice to Grantee, to terminate this Agreement for other cause as specified in this Agreement or by law. If it is later determined that the PFBC erred in terminating this Agreement for cause, then, at the PFBC’s discretion, this Agreement shall be deemed to have been terminated for convenience under subparagraph (a).
5. **CONTRACT CONTROVERSIES.** In the event that a dispute arises as to any provision of this Agreement, its implementation or rights and obligations of the parties, it shall be submitted to the Executive Director of the PFBC who shall issue the final agency decision on the dispute. If Grantee is not satisfied with the final agency decision, it may seek such review as authorized by law. Pending a final judicial resolution of a controversy or claim, Grantee shall proceed diligently with the performance of this Agreement in a manner consistent with the interpretation of the PFBC’s Executive Director, and the PFBC shall compensate Grantee pursuant to the terms of this Agreement.
6. **APPLICABLE LAW.** This Agreement 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. Grantee 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. Grantee 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.
7. **SEVERABILITY.** In the event that any one or more of the provisions herein contained shall be held to be in violation of or not enforceable because of any law, it is understood that said provisions shall be deemed modified to the extent necessary to comply with said law, or if such modification would be impracticable, shall be deemed deleted and none of the other rights or obligations herein shall be prejudiced or rendered unenforceable by reason thereof.
8. **CONTRACT CHANGES.** Changes to this Agreement may be made at the request of either party, with the concurrence of the other. Changes shall require a formally executed amendment with the exceptions listed below. The PFBC must receive all requests for formal amendments no later than sixty (60) days before the termination date set forth in this Agreement. The following types of changes may be made by a letter of mutual consent between the PFBC and Grantee:
9. Changes to the task descriptions contained within the scope of work to be performed, provided such changes do not add new tasks.
10. Adjustments of ten percent (10%) or more per budget category or the inclusion of a new category for which Grantee did not previously budget, provided that such adjustment or new category does not increase the maximum reimbursement dollar amount set forth in this Agreement. Adjustments that are less than ten percent (10%) per budget category may be accomplished without a letter of mutual consent or a formal amendment, provided that such adjustments do not increase the maximum reimbursement dollar amount set forth in this Agreement.
11. Changes to the project completion date. Requests for such changes must be received by the PFBC by no later than thirty (30) days before the project completion date.
12. **CHANGE OF OWNERSHIP OR INSOLVENCY.**
13. In the event that Grantee should change ownership for any reason whatsoever, the PFBC shall have the exclusive option of continuing under the terms and conditions of this Agreement with Grantee or its successors or assigns for the full remaining term of this Agreement, or continuing under the terms and conditions of this Agreement with Grantee or its successors or assigns for such period of time as is necessary.
14. In the event that Grantee should become insolvent for any reasons whatsoever, or make an assignment for the benefit of creditors, or have a receiver appointed, or should it be declared as bankrupt under the laws of the United States, or should a petition of reorganization or rearrangement be filed under the bankruptcy laws, the PFBC shall have the exclusive option of continuing with Grantee or its successors or assigns or trustee in bankruptcy under the terms and conditions of this Agreement for the full remaining term of this Agreement, or continuing with Grantee or its successors or assigns or trustee in bankruptcy under the terms and conditions of this Agreement for such period of time as is necessary.
15. **EXAMINATION OF RECORDS.**
16. Grantee agrees to maintain books, records, documents, and other evidence pertaining to the total costs of the Project (hereinafter collectively called the "records").
17. Grantee agrees to make available at the office of Grantee at all reasonable times during the term of this Agreement and the period set forth in subparagraph (c) below, any of the records, books, papers or documents related to the award for inspection, audit, or reproduction by any authorized representative of the PFBC, the Auditor General or the Comptroller General of the United States. Grantee will establish a proper accounting system in accordance with generally accepted accounting standards and PFBC directives.
18. Except as otherwise provided below, Grantee shall preserve and make available its records for a period of three (3) years from the date of final payment under this Agreement:
	* 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
		2. Records that relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by Grantee until such litigation, claims, or exceptions have been disposed of.
19. Except for documentary evidence delivered pursuant to subparagraph (c) (ii) above, Grantee may in fulfillment of its obligation to retain its records as required by this paragraph substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to Grantee of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of the auditors.
20. **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.** The Grantee agrees:
21. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subcontract, the Grantee, each subcontractor, or any person acting on behalf of the Grantee or subcontractor 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.
22. Neither the Grantee nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Agreement.
23. The Grantee and each 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 Agreement services are performed shall satisfy this requirement.

1. The Grantee and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the Agreement relates.
2. The Grantee and each 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 Grantee and each 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 Grantee and each 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 contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
3. The Grantee shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
4. The Grantee’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Grantee and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. The PFBC may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.
6. **CONTRACTOR OFFSET PROVISION.** Grantee agrees that the Commonwealth may offset the amount of any state tax liability or other debt of Grantee that is owed to the Commonwealth and not being contested on appeal against payments due Grantee under this or any other agreement with the Commonwealth.
7. **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:
		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. **“Grantee”** means the individual or entity, that has entered into this cooperative agreement with the Commonwealth.
		4. **“Contractor Related Parties”** means any affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Grantee.
		5. **“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.
		6. **“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.
		7. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Grantee without seeking bids or proposals from any other potential bidder or offeror.
	2. In furtherance of this policy, Grantee agrees to the following:
		1. Grantee 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 Grantee or that govern contracting or procurement with the Commonwealth.
		2. Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Grantee activity with the Commonwealth and Commonwealth employees and which is made known to all Grantee 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. Grantee, its affiliates, agents, employees and anyone in privity with Grantee 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. Grantee 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 Grantee’s financial interest prior to Commonwealth execution of the contract. Grantee 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 Grantee’s submission of the contract signed by Grantee.
		5. Grantee certifies to the best of its knowledge and belief that within the last five (5) years Grantee 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 Grantee 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 Grantee. The Grantee’s obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Grantee 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 Grantee’s certification or explanation to change. Grantee 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.

* + 1. Grantee 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, Grantee must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*
		2. When Grantee 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, Grantee shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
		3. Grantee, 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. Grantee shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee’s compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee’s suspension or debarment.
		4. Grantee 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 Grantee non-compliance with these Contractor Integrity Provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, 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 Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Grantee's business or financial records, documents or files of any type or form that refer to or concern this contract. Grantee 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.
		5. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Grantee, 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 Grantee 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.
1. **CONTRACTOR RESPONSIBILITY PROVISIONS.**
2. Grantee certifies, for itself and all its subcontractors, that as of the date of its execution of this Agreement, that neither Grantee, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality or authority, and if Grantee cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.
3. Grantee also certifies, that as of the date of its execution of this Agreement, it has no tax liabilities or other PFBC obligations.
4. Grantee’s obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date thereof. Accordingly, Grantee shall have an obligation to inform the PFBC if, at any time during the term of this Agreement, it becomes delinquent in the payment of taxes, or other PFBC obligations, or if it or 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.
5. The failure of Grantee to notify the PFBC of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of this Agreement with the PFBC.
6. Grantee agrees to reimburse the PFBC for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of Grantee’s compliance with the terms of this or any other contract between Grantee and the PFBC, which results in the suspension or debarment of Grantee. 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. Grantee shall not be responsible for investigative costs for investigations that do not result in Grantee’s suspension or debarment.
7. Grantee may obtain a current list of suspended and debarred Commonwealth contracts 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

1. **AMERICANS WITH DISABILITIES ACT.** During the term of this Agreement, Grantee agrees as follows:
2. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., Grantee 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, Grantee 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.
3. Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of Grantee's failure to comply with the provisions of subparagraph (a) above.
4. **INTEGRATION.** This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the PFBC or Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which is any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alternations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties, except as provided herein. All such amendments will be made using the appropriate Commonwealth form.
5. **OWNERSHIP RIGHTS.** All reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material in connection with the Project shall be owned by the PFBC. Grantee shall not publish, distribute and use, without the PFBC’s prior written consent, any submitted report, data or material and any associated documentation that is designed or developed or delivered to the PFBC as part of Grantee’s performance of its obligations relating to the Project.
6. **ACKNOWLEDGEMENT OF ASSISTANCE.** When publication is approved in advance by the PFBC, the publication by Grantee of any report, data or material and any associated documentation, including press releases, that are produced that relate to the Project shall include an acknowledgment that the Project was funded through the Statewide Habitat Improvement and Fisheries Management Grant Program administered by the PFBC. Specifically, Grantee shall include the following acknowledgement: “This project received funds from the Statewide Habitat Improvement and Fisheries Management Grant Program administered by the Pennsylvania Fish and Boat Commission.” Grantee shall provide copies of any report, data or material and any associated documentation, including press releases, that are produced as a result of the Project to the project leader identified in paragraph 3 of this Agreement.
7. **NOTICES**. All notices shall be in writing and shall be deemed to have been properly given if personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by private overnight express carrier, such as Federal Express, next business day delivery, charges prepaid, addressed as follows:

TO PFBC: Tyler Neimond

 Division of Habitat Management

 Pennsylvania Fish and Boat Commission

 450 Robinson Lane

 Bellefonte, PA 16823

With a copy to: Click here to enter text.

 Bureau of Administration

 Pennsylvania Fish and Boat Commission

 P.O. Box 67000

 Harrisburg, PA 17106-7000

and Office of Chief Counsel

 Pennsylvania Fish and Boat Commission

 P.O. Box 67000

 Harrisburg, PA 17106-7000

TO Grantee: Click here to enter text.

1. **BONDING REQUIREMENTS.**
	1. For construction contracts between $25,000 and $100,000, Grantee shall require contract performance security in an amount equal to at least 50% of the contract price.
	2. When Grantee awards a construction contract in excess of $100,000, Grantee shall require the contractor to secure and deliver to Grantee the following bonds on forms satisfactory to the PFBC:
		1. a performance bond, executed by a surety company authorized to do business in the Commonwealth of Pennsylvania and made payable to Grantee, in an amount equal to 100% of the contract price and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract; and
		2. a payment bond, executed by a surety company authorized to do business in the Commonwealth of Pennsylvania and made payable to Grantee, in an amount equal to 100% of the contract price and conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the performance of the contract.  Labor or materials include public utility services and reasonable rentals of equipment for periods when the equipment is actually used at the project site.
2. **PREVAILING WAGE ACT.** This Agreement is subject to the provisions, duties, obligations, remedies and penalties of the Act of August 15, 1961, P.L. 987, *as amended*, known as the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 *et seq*. The general prevailing minimum wage rates as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform the obligations of this Agreement during the term hereof for the locality in which the work is to be performed.
3. **TRADE PRACTICES ACT.** In accordance with the Act of July 23, 1968, P.L. 686, No. 226, *as amended*, known as the Trade Practices Act, 71 P.S. §773.101 et seq., Grantee shall not use, or permit to be used, in the work any aluminum or steel products made in a foreign country that discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, Mexico and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries’ products, as listed below, is not permitted for a project.
	* + - 1. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.
				2. Spain: certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet; hot-rolled carbon steel bars and cold-formed carbon steel bars.
				3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate and hot-rolled carbon steel sheet and galvanized steel sheet.
				4. Mexico: certain iron-metal construction castings, including manhole covers, rings and frames, catch basin frames and grates, cleanout covers, grates, meter boxes. valve boxes; galvanized carbon steel sheet; cold-rolled carbon steel sheet; carbon steel plate in coil; carbon steel plate cut to length; and small diameter carbon steel plate welded pipe.
				5. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.

 Penalties for violation of this paragraph may be found in the Trade Practices Act. Penalties include becoming ineligible for public works contracts for the period of three years. This paragraph in no way relieves Grantee of responsibility to comply with the provisions of the Steel Products Procurement Act described herein.

1. **STEEL PRODUCTS PROCUREMENT ACT**. In accordance with the Act of March 3, 1978, P.L. 6, No. 3, *as amended*, known as the Steel Products Procurement Act, 73 P.S. §1881 *et seq*., only steel products as defined in the Act shall be used or supplied in the performance of this Agreement or any contracts or subcontracts hereunder.

 In the performance of the Agreement, Grantee shall use and shall require its contractors, subcontractors, materialmen or suppliers to use only: 1) steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process; and 2) cast iron products made in the United States.

 Contractors shall certify that all steel and cast iron products to be used or supplied in the performance of this Agreement comply with the Act. No payment will be made for steel and cast iron products until such certification has been received.

 The PFBC shall not provide for, or make any payment to any person who has not complied with the Act. Any such payments made by the PFBC to anyone that should not have been made as a result of the Act shall be recoverable directly from the contractor, subcontractor, manufacturer or supplier that did not comply with the Act. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any proposals to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

 Grantee shall include the provisions of the Steel Products Procurement Act in every contract or subcontract so that the provisions of the Act shall be binding upon each contractor, subcontractor and supplier.

1. **RECIPROCAL LIMITATIONS ACT.** This Agreement is subject to the Reciprocal Limitations Act, 62 Pa. C.S. §107 *et seq*. This Act requires the PFBC:
2. In the award of contracts, exceeding $10,000 for the erection, construction, alteration, improvement or repair of any building or other public work, or the purchase or lease of any goods, supplies, equipment, printing or materials, to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidder from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. A resident bidder is a person, partnership or corporation or other business entity authorized to transact business in Pennsylvania and having a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids for the public contract were first solicited.
3. In the erection, construction, alternation, improvement or repair of any public building or other public work, and in all purchases of goods, supplies, equipment, printing or materials, not to specify, use or purchase any goods, supplies, equipment, printing or materials which are produced, manufactured, mined, grown or performed in any state that prohibits the specification for, use, or purchase of such items in or on its public building or other works, when such items are not produced, manufactured, mined, grown or performed in such state.
4. List of Discriminating States:

1. States which apply preference favoring in-state bidders and the amount of such preference, (that may affect this contract), as found by PFBC:

STATE PREFERENCE

Arizona 5% (construction materials from Arizona resident dealers only)

 Montana 3%

West Virginia 2.5% for construction, repair of improvements of any buildings

Wyoming 5%

* + - 1. States that prohibit the use of out-of-state goods, supplies, equipment, materials or printing and the prohibition that may affect this contract as found by PFBC:

STATE PREFERENCE

Georgia Forest products only

 Indiana Coal

New Jersey For bidders for the following items: major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, carpet and cushion, shades, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audio-visual/video equipments, fire extinguishers, fire hose, motor oils, fuel oil, photographic supplies, Venetian blinds, drapes, paper towel dispensers, water hose

New Mexico Construction

* + - 1. Calculation of Preferences – In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference that would be given to a nonresident bidder by its state of residence. Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment, materials and printing shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment, materials or printing are produced, manufactured, mined, grown or performed.
1. **RIGHT TO KNOW LAW.**
	* + - 1. The Pennsylvania Right-to-Know Law (RTKL), 65 P.S. §§ 67.101-3104, applies to this Agreement.
				2. Unless Grantee provides the Commonwealth, in writing, with the name and contact information of another person, the PFBC shall notify Grantee using the legal contact information provided in this Agreement if the PFBC needs Grantee’s assistance in any matter arising out of the RTKL.  Grantee shall notify the PFBC in writing of any change in the name or the contact information within a reasonable time prior to the change.
				3. Upon notification to Grantee that the Commonwealth has received a request for records under the RTKL, Grantee shall fully assist the Commonwealth in responding to the request. Such assistance shall include providing the Commonwealth within three (3) days, access to, and copies of, any document or information arising out of the Agreement in Grantee’s possession that the Commonwealth deems a Public Record (“Requested Information”) and providing such other assistance as the Commonwealth may request in order to comply with the RTKL. If Grantee is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, Grantee must immediately notify the Commonwealth that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If Grantee fails to provide the Requested Information to the Commonwealth within the period specified in this provision, the failure shall be considered an event of default and Grantee shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of Grantee’s failure. If the Office of Open Records or the Pennsylvania Courts determines that a record in the possession of Grantee is a public record, liquidated damages of $500 per day will be assessed for each calendar day beyond the date Grantee was required to provide the record.
				4. The Commonwealth’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Grantee agrees not to challenge the Commonwealth’s decision to deem the Requested Information a Public Record. If Grantee considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, Grantee will immediately notify the Commonwealth and will provide a written statement signed by a representative of Grantee explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days. If, upon review of Grantee’s written statement, the Commonwealth still decides to provide the Requested Information, Grantee will not challenge or in any way hold liable the Commonwealth for such a decision.
				5. The Commonwealth will reimburse Grantee for any costs associated with complying with this provision 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.
				6. Grantee agrees to abide by any decision to release a record to the public made by the Office of Open Records or by the Pennsylvania Courts. Grantee 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. Grantee’s duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as Grantee has Requested Information in its possession.
2. **TRAVEL.** The PFBC shall reimburse Grantee for travel in accordance with the Commonwealth’s Management Directive 230.10 and any revisions thereto.
3. **PROJECT COMPLETION.** Grantee shall perform its obligations relating to the Project by no later than **Click here to enter text.**.
4. **TERMINATION DATE.** Unless otherwise terminated in accordance with this Agreement, this Agreement shall terminate on Click here to enter text..
5. **EFFECTIVE DATE.** This Agreement shall not be valid or enforceable against any Commonwealth party, including the PFBC, until it has been fully executed and approved.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

**IN WITNESS WHEREOF,** the Parties have executed this agreement as of the date first written above.

**ATTEST: Commonwealth of Pennsylvania**

**Pennsylvania Fish and Boat Commission**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrative Secretary (Date) Executive Director (Date)

**ATTEST:** Click here to enter text.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary/Treasurer (Date) President/Vice President (Date)

 SAP Vendor No.: Click here to enter text.

**Approved As To Legality and Form:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Agency Attorney (Date) Office of Attorney General (Date)

PFBC

**Approved:**

I hereby certify that funds in the amount of $Click here to enter text.

are available under Appropriations:

Comptroller (Date)

GR #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_