



FULLY EXECUTED - CHANGE 3

Contract Number: 4400022669

Original Contract Effective Date: 05/13/2020

Valid From: 06/01/2020 To: 05/31/2025

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Your SAP Vendor Number with us: 196144

Supplier Name/Address:

MENTAL HEALTH ASSOCIATION IN PENNSYLVANIA
4105 DERRY ST
HARRISBURG PA 17111-2244 US

Supplier Phone Number: 7173460549

Supplier Fax Number: 717-564-4708

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Advocacy Services Lot 3

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Account Manager	0.000	Hour	42.64	1	0.00
	<i>Valid from 06/01/2020 to 05/31/2021</i>					
	Price(Contract/Bid)	40.18	USD	1	H	
	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid)	40.98	USD	1	H	
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid)	41.80	USD	1	H	
	<i>Valid from 06/01/2023 to 05/31/2025</i>					
	Price(Contract/Bid)	42.64	USD	1	H	

2	Advocate	0.000	Hour	40.78	1	0.00
	<i>Valid from 06/01/2020 to 05/31/2021</i>					
	Price(Contract/Bid)	38.46	USD	1	H	

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE - 3
Contract Number: 4400022669
Original Contract Effective Date: 05/13/2020
Valid From: 06/01/2020 To: 05/31/2025

Supplier Name:
MENTAL HEALTH ASSOCIATION IN
PENNSYLVANIA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid)	39.20	USD 1 H			
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid)	39.98	USD 1 H			
	<i>Valid from 06/01/2023 to 05/31/2025</i>					
	Price(Contract/Bid)	40.78	USD 1 H			

General Requirements for all Items:

Header Text

Provide Advocacy Services to the Department of Human Services for the Youth Development Centers (YDC) and Youth Forestry Camps (YFC).

Contract renewed with all the same terms and conditions through May 31, 2025. Renewal docs can be found in Records Management. Peg

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 2

Contract Number: 4400022669

Original Contract Effective Date: 05/13/2020

Valid From: 06/01/2020 To: 05/31/2024

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Your SAP Vendor Number with us: 196144

Supplier Name/Address:

MENTAL HEALTH ASSOCIATION IN PENNSYLVANIA

4105 DERRY ST

HARRISBURG PA 17111-2244 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 7173460549

Supplier Fax Number: 717-564-4708

Contract Name:

Advocacy Services Lot 3

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Account Manager	0.000	Hour	41.80	1	0.00
	<i>Valid from 06/01/2020 to 05/31/2021</i>					
	Price(Contract/Bid)	40.18	USD	1	H	
	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid)	40.98	USD	1	H	
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid)	41.80	USD	1	H	
	<i>Valid from 06/01/2023 to 05/31/2024</i>					
	Price(Contract/Bid)	42.64	USD	1	H	

2	Advocate	0.000	Hour	39.98	1	0.00
	<i>Valid from 06/01/2020 to 05/31/2021</i>					
	Price(Contract/Bid)	38.46	USD	1	H	

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 2

Contract Number: 4400022669

Original Contract Effective Date: 05/13/2020

Valid From: 06/01/2020 To: 05/31/2024

Supplier Name:

MENTAL HEALTH ASSOCIATION IN
PENNSYLVANIA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid)	39.20	USD 1 H			
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid)	39.98	USD 1 H			
	<i>Valid from 06/01/2023 to 05/31/2024</i>					
	Price(Contract/Bid)	40.78	USD 1 H			

General Requirements for all Items:

Header Text

Provide Advocacy Services to the Department of Human Services for the Youth Development Centers (YDC) and Youth Forestry Camps (YFC).

No further information for this Contract

Information:



FULLY EXECUTED-CHANGE 1

Contract Number: 4400022669

Original Contract Effective Date: 05/13/2020

Valid From: 06/01/2020 To: 05/31/2023

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Your SAP Vendor Number with us: 196144

Supplier Name/Address:

MENTAL HEALTH ASSOCIATION IN PENNSYLVANIA

4105 DERRY ST

HARRISBURG PA 17111-2244 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 7173460549

Supplier Fax Number: 717-564-4708

Contract Name:

Advocacy Services Lot 3

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

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1	Account Manager	0.000	Hour	40.98	1	0.00
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	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid)	40.98	USD	1	H	
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid)	41.80	USD	1	H	

2	Advocate	0.000	Hour	39.20	1	0.00
	<i>Valid from 06/01/2020 to 05/31/2021</i>					
	Price(Contract/Bid)	38.46	USD	1	H	
	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid)	39.20	USD	1	H	

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 1

Contract Number: 4400022669

Original Contract Effective Date: 05/13/2020

Valid From: 06/01/2020 To: 05/31/2023

Supplier Name:

MENTAL HEALTH ASSOCIATION IN
PENNSYLVANIA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid)	39.98	USD	1	H	

General Requirements for all Items:

Header Text

Provide Advocacy Services to the Department of Human Services for the Youth Development Centers (YDC) and Youth Forestry Camps (YFC).

No further information for this Contract

Information:



FULLY EXECUTED
Contract Number: 4400022669
Original Contract Effective Date: 05/13/2020
Valid From: 06/01/2020 To: 05/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Zelinski Crystal
Phone: 717-346-8112
Fax: 717-783-6241

Your SAP Vendor Number with us: 196144

Supplier Name/Address:
MENTAL HEALTH ASSOCIATION IN
PENNSYLVANIA
4105 DERRY ST
HARRISBURG PA 17111-2244 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 7173460549
Supplier Fax Number: 717-564-4708

Contract Name:
Advocacy Services Lot 3

Payment Terms
NET 30

Solicitation No.: Issuance Date:
Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

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1	Account Manager	0.000	Hour	0.00	0	0.00
	<i>Valid from 06/01/2020 to 05/31/2021</i>					
	Price(Contract/Bid) 40.18 USD 1 H					
	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid) 40.98 USD 1 H					
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid) 41.80 USD 1 H					

2	Advocate	0.000	Hour	0.00	0	0.00
	<i>Valid from 06/01/2020 to 05/31/2021</i>					
	Price(Contract/Bid) 38.46 USD 1 H					
	<i>Valid from 06/01/2021 to 05/31/2022</i>					
	Price(Contract/Bid) 39.20 USD 1 H					

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED
Contract Number: 4400022669
Original Contract Effective Date: 05/13/2020
Valid From: 06/01/2020 To: 05/31/2023

Supplier Name:
MENTAL HEALTH ASSOCIATION IN
PENNSYLVANIA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 06/01/2022 to 05/31/2023</i>					
	Price(Contract/Bid)	39.98	USD	1	H	

General Requirements for all Items:

Header Text

Provide Advocacy Services to the Department of Human Services for the Youth Development Centers (YDC) and Youth Forestry Camps (YFC).

No further information for this Contract

Information:

**CONTRACT
FOR
ADVOCACY SERVICES**

THIS CONTRACT for the provision of **Advocacy Services** ("Contract") for **Lot 3 – Youth Detention Centers and Youth Forestry Camps** is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services (“DGS”) and **Mental Health Association in Pennsylvania (“Contractor”)**.

WHEREAS, DGS issued a Request for Proposals for the Provision of **Advocacy Services** for **Lot 3 – Youth Detention Centers and Youth Forestry Camps** for Pennsylvania Department of Human Services, RFP No. **6100048018** (“RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Advocacy Services** for **Lot 3 – Youth Detention Centers and Youth Forestry Camps** to Pennsylvania Department of Human Services.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Advocacy Services** for **Lot 3 – Youth Detention Centers and Youth Forestry Camps** as more fully defined in the RFP, to Pennsylvania Department of Human Services.
2. Pennsylvania Department of Human Services shall procure their requirements for **Lot 3 – Youth Detention Centers and Youth Forestry Camps** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Lot 3 – Youth Detention Centers and Youth Forestry Camps** listed in its Final Negotiated Cost Submittal which is attached hereto as **Exhibit B** and made a part hereof, at the prices listed for those items in **Exhibit B**.
6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.
 - b. The Contract Terms and Conditions contained in the RFP, which is attached hereto as **Exhibit A** and made part of this Contract.
 - c. The Contractor’s Final Negotiated Cost Submittal which is attached hereto as **Exhibit B** and made a part hereof.

- d. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as **Exhibit C** and made a part hereof.
- e. The Contractor's Technical Submittal, which is attached hereto as **Exhibit D** and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions, paragraph 003.1b Signatures- Contract (March 2007).

Witness:

CONTRACTOR:

By: [Signature]
(Assistant) Secretary

By: [Signature]
(Vice) President

Heather Travitz 4/15/2020
Printed Name/Date

Shalawn James 4/15/2020
Printed Name/Date

[Redacted]
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

APPROVED:

To be obtained electronically
Comptroller Date

EXHIBIT A

STANDARD TERMS AND CONDITIONS

PART V
CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 2.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.6 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

PART V
CONTRACT TERMS and CONDITIONS

The fully executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.7 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

PART V
CONTRACT TERMS and CONDITIONS

f. Services: All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1d Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the

Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

PART V
CONTRACT TERMS and CONDITIONS

V.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.12 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished, and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to _____

PART V

CONTRACT TERMS and CONDITIONS

continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)

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

V.15 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its

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Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.20 CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.21 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

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V.22 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay, and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.23 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.

- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required, and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide

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that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.28 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order 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 Contract or Purchase Order terms;

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- 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, 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;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract

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price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract 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 aren't 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.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor 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 the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made

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available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor 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 the Contract. 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.

- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

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- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

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4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor 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 Contractor 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 Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor 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.
9. The Contractor's and each subcontractor'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 and each subcontractor shall have an obligation to inform the Commonwealth 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.
10. The Commonwealth 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 agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

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V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

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- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
 - (6)** 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

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acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These

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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.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/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 its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. 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 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.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of 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. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:
Department of General Services
Office of Chief Counsel
603 North Office Building Harrisburg, PA 17125

PART V
CONTRACT TERMS and CONDITIONS

Telephone No: (717) 783-6472

FAX No: (717) 787-9138

V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the 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.

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor 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.

V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in 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 the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

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CONTRACT TERMS and CONDITIONS

V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.43 CONTRACT-035.1a Changes (Oct 2006)

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

V.44 CONTRACT-036.1 Background Checks (February 2016)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

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CONTRACT TERMS and CONDITIONS

- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of cardreaders and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

- a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived by the information supplied by the disclosing party;
 - (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (5) required to be disclosed by law, regulation, court order, or other legal process. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data

PART V
CONTRACT TERMS and CONDITIONS

processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth 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. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations. Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.47 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

V.48 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

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V.49 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.50 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the 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, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth 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 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 will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’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 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.

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- 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 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 for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, 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.

V.51 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

- 1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

PART V
CONTRACT TERMS and CONDITIONS

- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

EXHIBIT B

COST SUBMITTAL

FINAL NEGOTIATED COST SUBMITTAL

LOT 3

Youth Development Centers (YDC) and Youth Forestry Camps (YFC)

INSTRUCTIONS
GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK
The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for 6100048018
All attached worksheets must be completed in their entirety. Data may only be entered in the cells highlighted in <i>YELLOW</i> .
Except as otherwise provided in the RFP, costs are all inclusive of any overhead, travel, subsistence, supplies and other expenses, and may not be billed separately.
COST SUBMITTAL Tab
1. Select the <i>Cost Submittal</i> Tab at the bottom of this page.
2. Complete the top portion of the form to include all contact information.
3. This tab requires no entry of cost data. All data entered on the <i>Cost Breakdown</i> Tab will automatically populate to the <i>Cost Submittal</i> Tab.
4. The Cost Submittal will be evaluated based on the group total comprised of the initial contract term [three (3) years].
COST BREAKDOWN Tab
1. Select the <i>Cost Breakdown</i> Tab at the bottom of this page.
2. Implementation. Enter the annual dollar amount in the cells highlighted in <i>YELLOW</i> for the Start-Up / Implementation Costs.
<u>Enter \$0.00 for any no cost items. Any items left blank will be assumed to be zero.</u>
4. Personnel. Enter the Hourly Rate in the cells highlighted in <i>YELLOW</i> for each task. Include subcontractor costs in your hourly rate for all applicable tasks.

LOT 3
Youth Development Centers (YDC) and Youth Forestry Camps (YFC)

COST SUBMITTAL OVERVIEW		
RFP # 6100048018		
OFFEROR NAME	CONTACT PERSON	
Mental Health Association in Pennsylvania	Shalawn James	
OFFEROR ADDRESS	EMAIL ADDRESS	
4105 Derry Street	Sjames@mhapa.org	
Lower Level	PHONE NUMBER	FAX NUMBER
Harrisburg, PA 17111	717-346-0549	717-564-4708
	VENDOR NUMBER	FEDERAL ID OR SSN
	196144	██████████

Cost Summary				
	Year 1	Year 2	Year 3	Total
Implementation	\$0.00	██████████	██████████	\$0.00
Personnel	\$181,622.00	\$185,130.00	\$188,816.00	\$555,568.00

Total to be evaluated for the Initial term of the Contract (3 years):	\$555,568.00
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01.27.20

LOT 3
Youth Development Centers (YDC) and Youth Forestry Camps (YFC)

IMPLEMENTATION FEE		YEAR 1								
Item	Total Cost									
Implementation Fee. This is a one-time fee, which shall cover all transition costs.										
PERSONNEL		YEAR 1			YEAR 2			YEAR 3		
All Positions	Hourly Rate	Estimated # of Hours hours	Total	Hourly Rate	Estimated # of Hours hours	Total	Hourly Rate	Estimated # of Hours hours	Total	
Account Manager	\$40.18	500	\$20,090.00	\$40.98	500	\$20,490.00	\$41.80	500	\$20,900.00	
Advocate	\$38.46	4,200	\$161,532.00	\$39.20	4,200	\$164,640.00	\$39.98	4,200	\$167,916.00	
SUBTOTAL:		\$181,622.00			\$185,130.00			\$188,816.00		
TOTAL COST:							\$555,568.00			

01.27.20

EXHIBIT C

REQUEST FOR PROPOSAL

Event Summary - Advocacy Services

Type	Request for Proposal	Number	6100048018
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	CPC	Exported on	2/21/2020
Exported by	Sonya Schurtz	Estimated Value	-
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Disallow	Use Panel Questionnaire	Yes
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes

Enter a short description for this public event

None Added

Commodity Codes

None Added

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	8/22/2019 4:30 PM EDT
Close	9/27/2019 4:00 PM EDT
Sealed Until	9/27/2019 4:00 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	9/20/2019 4:00 PM EDT

Event Users

Event Creator

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761

Event Owners

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761

Toni Nagy

tonagy@pa.gov

Phone +1 717-265-8938

Sonja Zucker

SZUCKER@pa.gov

Phone +7 177055389

Brittany Rossner

brossner@pa.gov

Margaret Mary Traynor

martraynor@pa.gov

Erin Verano

everano@pa.gov

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761

Janice Pistor

jpistor@pa.gov

Mohit Parikh
moparikh@pa.gov

Jason Vespoli
ivespoli@pa.gov

Kelly Warnick
kwarnick@pa.gov
Phone +1 717-214-3434

Contacts

Sonya Schurtz
sschurtz@pa.gov
Phone +1 717-783-0761

Stakeholders

Ronald Allen
rallen@pa.gov
Phone +1 717-214-6226

Lorraine Calien
lcalien@pa.gov

Curtis Burwell
cburwell@pa.gov

Kenneth Hess
kenhess@pa.gov

Charlie White
charliwhit@pa.gov
Phone +1 717-346-8106

Kheea Anderson
khanderson@pa.gov
Phone +7 177831301

Tangela Isaac
tisaac@pa.gov
Phone +7 177831201

Padma Basu
pbasu@pa.gov

Tadd Allar
c-taallar@pa.gov

Tina Marks
tinmarks@pa.gov

Audrey Smith
audresmith@pa.gov
Phone +1 717-346-8105

Montez Parker
moparker@pa.gov

Lisa Sanford
lsanford@pa.gov

Mary Fox
maryfo@pa.gov

Paula Murphy
pmurphy@pa.gov

Description

1. Purpose. Department of Human Services (DHS) is seeking to obtain an Offeror who is qualified, responsible and responsive to provide the DHS facilities with uninterrupted and quality advocacy services. The Offeror must discuss specific risks and issues associated with the advocacy services and include proposed solutions. The Offeror must be compliance with all state and federal policies, procedures, regulations, and standards of the Commonwealth.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description. This RFP is comprised of three (3) lots as described below. Offerors may submit proposals for all Lots or any combination of the individual Lot(s). **Offerors must submit a separate and complete proposal (technical, cost, and small diverse business and small business participation) for each Lot for which it tends to propose and offer and indicate the respective lot in the proposal.** The Commonwealth reserves the right to award the Lots to a single Offeror or to award each Lot individually to distinct Offerors.

The Offeror will serve as an independent Contractor, not an employee of the Commonwealth. The Offeror will work collaboratively with the advocates located at each of the Program Offices. Requests for advocacy services from individuals residing in each of the DHS facilities will be referred to the Offeror that is required to provide advocacy in those settings. The Offeror will be required to sign in on the facilities visitors sign in sheet when entering and leaving the facility.

5. Commonwealth Issued Office Space for Advocates. DHS has the discretionary authority for the following based on need and position for Lots 1, 2, and 3:

A. Work space;

B. Access to a computer and internet; and

C. Telephones.

6. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a Fixed Price contract and will contain the Contract Terms and Conditions attached to this RFP in the Buyer Attachments section.

7. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

8. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

9. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

10. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

11. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

12. Proposal Submission. To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

13. Proposal Format. To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

14. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

15. Oral Presentation.

A. LOT 1. Offerors are required to present a live demonstration of the proposed Dashboard Reporting Tool in Harrisburg, PA. Offerors will be provided up to an hour and a half (1.5) hours for the live system demonstration. The Issuing Office will schedule the demonstrations.

B. LOT 2. No Oral Presentation will be conducted; and

C. LOT 3. No Oral Presentation will be conducted.

16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

17. Prime Contractor Responsibilities. The selected Offeror must perform 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its

proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

18. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

19. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by the Bureau of Diversity Inclusion and Small Business Opportunities (BDISBO).

20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

21. Term of Contract. The term of the contract will commence on the Effective Date and will end **three (3) years after the effective date. The Commonwealth shall have the option to renew the Contract for two (2) additional 1-year renewal terms.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

22. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

23. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

24. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

25. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#) . A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

26. Attachments to the RFP. All attachments to the RFP, including those contained in the Buyer Attachments and Additional Required Documentation sections, are incorporated into and made part of the RFP.

27. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following: Soundness of Approach, Offeror Qualifications, and Oral Presentations. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost

Stage Description

No description available.

points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Small Diverse Business and Small Business Participation: BDISBO has established the minimum evaluation weight for the Small Diverse Business and Small Business Participation criterion for this RFP as **20%** of the total points. Refer to the **Small Diverse Business and Small Business Participation** document contained in the **RFP Question** section for more information and scoring methodology.

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

28. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations: The total score for the technical submittal of the Offeror's proposal must be greater than or equal to 75% of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

29. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

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TECHNICAL SUBMITTAL

I-1. Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

Offeror Response

I-2. Qualifications.

A. Company Overview. Offerors shall describe and list their experience providing advocacy services to at-risk youth residing in youth facilities. Experience described shall be comparable to the size and scope as that of the Pennsylvania Department of Human Services (DHS) YDC/YFC operation (refer to **Appendix A3 – Youth Development Centers and Youth Forestry Camp Locations** located in the Buyer Attachments section).

Offeror must be an advocacy organization upholding the principles of advocacy. Those principles are defined as, but not limited to the following:

1. Clarity of purpose and ability to be independent in making challenges on at-risk youth's behalf when needed;
2. Protecting the confidentiality of at-risk youth to be served;
3. Utilizing a person-centered approach;
4. Encouraging empowerment;
5. Providing equal opportunity to individuals;
6. Being accountable to at-risk youth and for the advocacy process;
7. Accessibility and awareness of community resources;
8. Supportive of advocates and their mission, and
9. Safeguarding the rights and safety of at-risk youth.

Offeror shall describe how they will accomplish fulfilling these principles in this Technical Response.

Offeror Response

B. Prior Experience. Offeror shall describe, in this Technical Submittal, a minimum of three (3) years of prior experience(s) providing services to at-risk youth in the non-profit, commercial, or government markets.

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Additionally, Offerors must provide three (3) detailed examples of projects that your company has performed that are similar in nature and scope to the services stated in this RFP.

Each example shall include but not limited, to the following:

1. Project Name;
2. Scope and Size of Project;
3. Project Start and End Dates;
4. Company Name;
5. Company Address;
6. Contact Person;
7. Contact Phone Number; and
8. Contact Email Address.

Offeror Response

- C. Contract Cancellations.** Offeror shall describe and identify, in this Technical Submittal, any contract cancellations and contracts that were not renewed within the last five (5) years preceding the issuance of this RFP. Provide details on the customer's allegations for cancelling or not renewing the contract and the Offeror's position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.
- D. Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in advocacy services. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Offeror shall also provide a complete organizational chart outlining the staffing, functions and reporting relationships for personnel and listing all subsidiaries and any proposed sub-contractor(s).

Key Personnel are defined below:

1. **Account Manager.** The selected Offeror shall designate a dedicated Account Manager that will serve as a main point of contact to provide for the successful and seamless

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implementation and ongoing coordination throughout the contract and any subsequent renewals. The Account Manager shall be:

- a. Available to the Commonwealth Monday through Friday during the normal business hours of 8am to 5pm EST;
- b. Play an important role in overseeing the selected Offeror's operational team. He/she will be responsible for, but not be limited to, providing high quality of service, interfacing as an issue escalation catalyst, resolving problems and proactively addressing and optimizing recommended qualitative opportunities for DHS;
- c. Identify and analyze issues and/or opportunities that may arise over the course of this contract; and
- d. Actively participate in regularly scheduled business review meetings with the Commonwealth to evaluate past performance and address recurring issues.

Offerors shall identify the Account Manager including contact information and confirm their understanding in narrative form of the DHS's needs relating to contract management.

Offeror Response

2. **Advocate.** Advocacy candidates shall possess a bachelor's degree behavioral or human services field; and demonstrate at least three (3) years of professional experience in a human service field with at least one (1) year of this experience working in the field of at-risk youth.

Offerors shall identify the Advocates including contact information and confirm their understanding in narrative form of the DHS's needs relating to advocacy services.

Offeror Response

3. **Key Personnel Vacancies:** The selected Offeror must fill any key position vacancies within thirty days of when the position was vacated. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The Commonwealth has final approval on all appointed or hired personnel. Offeror shall describe how they will comply with this requirement.

Offeror Response

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- 4. Removal of Personnel:** The Commonwealth retains the right to order the removal of any selected Offeror personnel from this project, or from performing any service under this contract. Offeror shall agree to this responsibility.

Offeror Response

- E. Subcontractors:** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

Offeror Response

- I-3. Requirements.** Offerors shall meet all requirements in order to be responsive to this RFP. The selected Offeror shall adhere to and remain consistent with all Commonwealth policies and procedures specifically related to DHS.

A. General

- 1. Contract Compliance.** The selected Offeror must work cooperatively with the designated YDC/YFC representatives to achieve, demonstrate and maintain compliance with the contract.
- 2. Health Insurance Portability and Accountability Act (HIPAA) and Regulations.** The selected Offeror will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by [HIPAA](#).

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3. **Business Associates Agreement.** The Selected Offeror must comply with the Business Associates Agreement contained in the Additional Terms and Conditions of this RFP (refer to **Appendix B3 – Business Associates Agreement** located in the Buyer Attachments section).
4. **Clearances.** The selected Offeror shall obtain and maintain up to date clearances throughout the term and all subsequent renewals of the Contract. The selected Offeror shall provide all clearances prior to an individual providing services under the Contract or having access to Commonwealth facilities. In addition to complying with the Background Checks Provision in the Standard Terms and Conditions, the selected Offeror shall provide the following:
 - a. **Child Abuse Clearance.** The selected Offeror shall, at its expense, provide child abuse clearances - www.compass.state.pa.us/cwis/public/home, per individual, to YDC/YFC; and
 - b. **Federal Bureau of Investigation (FBI) Clearance.** The selected Offeror shall, at its expense, provide a criminal record history report - www.identogo.com/, per individual, to YDC/YFC.
5. **Commonwealth Training.** The selected Offeror and its subcontractors providing advocacy services shall participate in Commonwealth conducted trainings (including on-line trainings and webinars) provided by YDC/YFC. **This does not include any training conducted by the Office of Administration (OA).**
6. **Mandated Reporter.** The selected Offeror shall immediately report to the YDC/YFC Facility Director or designee (refer to **Appendix C3 – Youth Development Centers and Youth Camp Facility Directors Contact Information** located in the Buyer Attachments section), any incident involving alleged or suspected abuse of individuals' rights, neglect in treatment and care, physical injury of individuals or any other issues of concern.
7. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.
 - a. Describe how you anticipate such a crisis will impact your operations.
 - b. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

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- i. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees);
- ii. Identified essential business functions and key employees (within your organization) necessary to carry them out;
- iii. Contingency plans for:
 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and.
 2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- iv. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
- v. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

B. Specific. The selected Offeror will be responsible for the following:

1. **Policy and Compliance.** Advocates shall possess knowledge of Federal and Commonwealth policies, regulations, service systems and laws that affect youth residing in youth facilities, including, but not limited to, the Prison Rape Elimination Act and its regulations, Mental Health/Intellectual Disability (“MH/ID”) Act of 1966, American Disabilities Act, Section 504 of the Rehabilitation Act, 55 PA Code 3800, and other laws, regulations, and policies benefiting and applying to at-risk youth residing in youth facilities.

Selected Offeror must comply with all applicable policies and procedures of YDC/YFC. This includes subsequent revisions, as well as any rules, regulations, and manuals provided by YDC/YFC. The selected Offeror shall address all non-compliance issues and service deficiencies, in writing, to each affected Youth Development Centers and Youth Forestry Camps contact person (refer to **Appendix C3 – Youth Development Centers and Youth Forestry Camps Facility Director Contact Listing** located in the Buyer Attachments section), to include a proposed solution, within forty-eight (48) hours of selected Offeror’s receipt of notification of non-compliance or deficiency with the approved resolution in place within five (5) business days or such longer time as approved by DHS.

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2. **Juvenile Justice Academy.** YDC/YFC Advocates must attend the Juvenile Justice Academy for two (2) weeks, as scheduled by Program Office. Advocates will demonstrate their knowledge about the juvenile justice system, and other laws, regulations and policies benefiting and applying for delinquent youths.
3. **Authorization Release.** The selected Offeror shall obtain a release of information for each individual to whom advocacy services will be provided (refer to **Appendix D3 – Consent to Obtain/Release Confidential Information Form** located in the Buyer Attachments section). The release of information will indicate who the advocate is able to speak to on behalf of the individual (i.e. individual's family members, friends, neighbors, treatment teams, etc.).

I-4. Tasks. Describe in narrative form your technical plan for accomplishing the work described in this RFP using the task descriptions below as your reference points.

A. Implementation. The Offeror must include, in this Technical Submittal, a detailed implementation plan. In their response, Offeror shall describe how they plan on accomplishing the following:

1. Developing and executing a thirty day implementation and ramp up period;
2. Coordinating and working with YDC/YFC and current Contractor to ensure that transfer of records occur in such a manner to successfully carry out the requirements of this RFP in an effective and timely manner;
3. Advocates will shadow a designee at the facilities they are assigned to, prior to working independently.

Offeror Response

B. Advocacy Staffing. Offeror shall describe and provide a staffing plan and an organizational chart, in this Technical Submittal, depicting the following needs:

1. YDC/YFC may conduct a personal interview (telephonic or face to face) with the selected Offeror's proposed candidate, prior to assignment of the Advocate. Scheduling will be at the convenience of YDC/YFC and coordinated with the selected Offeror, as necessary. Prior to the assignment of Advocates under this contract, YDC/YFC may determine the appropriateness, adequacy, applicability of an Advocate's qualifications. If after interviewing the proposed candidate, YDC/YFC determines the candidate is does not meet qualifications the selected Offeror shall propose a new candidate within ten (10) business days.

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2. The selected Offeror shall make services available at a minimum of five (5) days per week, with flexible scheduling from 8am to 8pm weekdays and 8am to 4pm on weekends or holidays, if necessary; and
3. One (1) full-time advocate per youth facility is required. The selected Offeror may use multiple part-time advocates whose time equates to the required full-time service hours required for this RFP (refer to **Appendix A3 – Youth Development Centers and Youth Forestry Camp Locations** located in the Buyer Attachments section). YDC/YFC may increase or decrease work schedules and hours based upon operational need;

Offeror Response

C. Advocacy Services.

1. **Responsibilities.** Offeror shall describe in this Technical Submittal how they will accomplish the following:

a. Introduction. The selected Offeror shall be responsible for the following:

1. **Referrals.** The selected Offeror must accept all referrals deemed appropriate for services by DHS. The selected Offeror must accommodate individuals from a diverse population;
2. **Consent.** Ensure that each individual and/or guardian signs the necessary forms for adequate release of information which gives consent for Advocacy services and will provide such information at the request of DHS;
3. **Chart.** Ensure a file is maintained for each individual that documents all services provided. The file, at minimum, must include the following information:
 - a. Attendance at meetings;
 - b. Assessments; progress;
 - c. Reasons for referral;
 - d. Follow-up phone calls and contacts results; and
 - e. Reviewing of individual's medical record.

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b. Participation. The selected Offeror shall be responsible for the following:

1. Assist with identifying and working with representatives in community programs and support groups. Advocates will collaborate with State and County aftercare providers to find and recommend available resources for youth during or after their length of stay.
 - a. Actively monitoring all aspects of planning for the person's return to the community. Advocates will review peer-to-peer, family and clinical assessments and participate in individual or youth planning meetings held at their home/facilities. They will support the individual and advocate for the supports and conditions that the individual has identified as necessary for their future success in the community; and
 - b. Identifying and working with Advocates in community programs and support groups.
2. The advocate will participate in Executive Team meetings as determined appropriate by YDC/YFC management. The advocate may serve as a member of Student Council, Food and Nutrition Committee, Community/Cottage meetings or any committee or group at the request of YDC/YFC management;
3. Advocate will develop and maintain open communication practices by reporting out to the facility Director or designee at the conclusion of each visit to a program;
4. Facilitating the individual's movement into the community; and
5. Advocates will assist with family engagement efforts as deemed appropriate. This may include participating in the collection of data for Performance-based Standards (PBS) family surveys after a youth is released.

Offeror Response

c. Education and Training. The selected Offeror shall be responsible for the following:

1. **Training Programs.** The selected Offeror will provide training on reporting abuse and neglect for individuals/individuals/youths. Advocate will conduct

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minimally two (2) training programs for each facility to inform and educate individuals receiving services, their families, legal guardians and employees regarding the following:

- a. **Individual Rights.** Conducting training programs on individual rights to inform and educate individuals, their families and employees to assist them to understand individuals' rights, how they are to obtain them under applicable state and federal laws, regulations and procedures, and how to file complaints alleging rights' violations;
 - b. **Abuse and Neglect.** The Advocate will conduct abuse trainings for individuals, families and legal guardians. The trainings shall include abuse recognition and reporting. These meetings should take place at least once per quarter; and
 - c. **Victim Assistance.** The selected Offeror will also provide victims assistance services in conjunction with the local or statewide victim assistance agencies. This includes but is not limited to educating individuals on the Prison Rape Elimination Act (PREA), as deemed appropriate by YDC/YFC. Advocates may also be asked to assist with the follow-up process for any residents who report abuse
 - d. **Reporting.** A record of all trainings and/or events shall be provided to DHS on quarterly basis. Information in this record shall include the following: title, date, and location of the training, number of attendees; and Training Evaluation Surveys.
2. **Self-Advocacy.** Organizing and leading a self-advocacy group at each assigned Center;
 3. **Technical Assistance.** Provide technical assistance and guidance to YDC/YFC staff and administration on individual rights.

Offeror Response

- e. **Monitoring.** The selected Offeror shall be responsible for the following:
 1. Monitoring services provided by the facility to assure at-risk youth needs are met;
 2. At-risk youth re-entry to the community and available resources;

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3. Providing recommendations to improve required services of existing advocacy services;
4. Reporting of involving alleged or suspected abuse of individuals' rights, neglect in treatment and care, physical injury of individual or any other issue of concern; and
5. Inform individual of outcome of allegations and of right to appeal to YDC/YFC Facility Director (refer to **Appendix C3 – Youth Development Centers and Camp Facility Directors Contact Information** located in the Buyer Attachments section).

Offeror Response

f. **Complaints.** The selected Offeror shall be responsible for the following:

1. **Consent.** Ensure that each at-risk youth and/or guardian signs the necessary forms for adequate release of information which gives consent for Advocacy services and will provide such information at the request of DHS;
2. **Interviews.** Interview at-risk youth wishing to file a complaint; define and clarify issues, making determinations as to if allegations deal with rights' violation and assist individuals in writing complaints;
3. **Interaction and Engagement.** Track concerns to be addressed by at-risk youth and what steps will be taken to resolve the problem;
4. **Complaints.** Maintain a system for at-risk youth's complaints about alleged violation of rights; and
5. **Investigations.** Investigate complaints made by at-risk youth and others to determine complaint validity and scope.

Offeror Response

I-5. Reports. The selected Offeror shall make the following reports shall available on or before the 15th of every month containing the previous months information detail described in this Section I-5 Reports. The reports can be on one (1) Microsoft Office Excel format. The report(s) shall have the following information:

A. **Monthly Reporting.**

1. **Advocate Information.** The reports may contain, but are not limited to the following:

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- a. Individual name;
- b. Date of the referral(s);
- c. New referrals received by referral source;
- d. Method of incoming referral;
- e. Referral source (i.e. individual, family member, anonymous);
- f. Contact information of the referral source including but not limited to name and phone number;
- g. Date release of information is obtained;
- h. Reason for referral/need for advocacy;
- i. Monthly total number of hours per advocate;
- j. Summary of the advocate's services provided;
- k. Outcome of advocate's services provided;
- l. Date of resolution and date when referral is closed;
- m. Date the individual/youth is provided the satisfaction survey;
- n. Statistical information and trends;
- o. Individual's area of residence; and
- p. Closed referrals.

B. Quarterly Reports. A record of all quarterly reports including:

1. Contract number;
2. PO numbers;
3. Number of Advocates by location;

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4. Problems or issues arising from the contract; and
5. Any other pertinent information in relation to the contract.

Offeror Response

I-6. Quality Control. Offeror shall provide a detailed quality plan in this Technical Response. Additionally, the Offeror shall include in their response how they conduct the following services:

- A. Satisfaction Surveys.** The selected Offeror will be responsible for completing an annual satisfaction survey. The survey form will be agreed upon by the YDC/YFC and the selected Offeror.
- B. Performance Assessments.** The Commonwealth will assess agency satisfaction with the selected Offeror's quality of service and performance. If any service deficiencies are identified, the selected Offeror, DHS, and Department of General Services ("DGS") representatives will determine a plan of action to improve the level of service.
- C. Conference Calls.** Upon request, the selected Offeror shall provide quarterly updates via a conference call to the YDC/YFC designees. In addition, the Advocate will inform appropriate Facility Directors of any systemic or high-profile issues requiring immediate attention on an as needed basis.

Offeror Response

I-7. Invoicing. Provide a single, monthly invoice for monthly services provided based on the contract. A copy of the invoice, plus invoice backup must be provided to DHS. Invoice backup should be in the form of an itemized spreadsheet detailing below fields.

- A. Contract Number;
- B. SRM Vendor Number;
- C. Vendor Physical Address;
- D. Program Office name/location;
- E. Employee/Individual Name;
- F. Signature of Advocate;
- G. Date of Service;

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- H. Time In/Out;
- I. Remarks (i.e. Reason for Absence, Tardiness);
- J. Supervisor Signature;
- K. Itemized Cost; and
- L. Total Cost.

Offeror shall provide a sample invoice with this Technical Submittal.

Offeror Response

- I-8. Contract Turnover.** All data and information acquired by the selected Offeror shall remain the property of the Commonwealth. Upon expiration or termination of the contract, the selected Offeror shall be responsible to provide a smooth and timely turnover of its services to the Commonwealth and its successor Contractor. Any data files inherent to the continuation of services shall be returned to the Commonwealth or successor Contractor in its entirety upon completion of the Contract. These data files shall be in a format as to be accessible and usable by the Commonwealth or successor Contractor. The selected Offeror shall pay all costs related to transfer of data.

The Offeror shall describe its Turnover Plan, which addresses the tasks outlined above. The final Turnover Plans shall be subject to the review and written approval of the Commonwealth.

Offeror Response

- I-9. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the

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negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

I-10. Additional Contract Terms

This Addendum is intended to supplement the Standard Terms and Conditions (refer to **Appendix E3 – Applicable Laws and Terms and Appendix F3- Audit D Clause** located in the Buyer Attachments section).). To the extent any of the terms contained herein conflict with terms contained in the Standard Contract Terms and Conditions, the terms in the Standard Contract Terms and Conditions shall take precedence.

Offeror Response

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V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 2.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.6 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

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The fully executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.7 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

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- f. Services: All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1d Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the

Contractor after 4:00 p.m. will be considered received the following business day.

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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V.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.12 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished, and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to _____

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continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)

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

V.15 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its

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Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.20 CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.21 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

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V.22 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay, and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.23 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.

- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required, and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide

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that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.28 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order 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 Contract or Purchase Order terms;

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- 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, 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;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract

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price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract 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 aren't 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.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor 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 the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made

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available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor 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 the Contract. 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.

- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

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- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

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4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor 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 Contractor 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 Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor 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.
9. The Contractor's and each subcontractor'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 and each subcontractor shall have an obligation to inform the Commonwealth 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.
10. The Commonwealth 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 agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

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V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

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- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
 - (6)** 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

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acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These

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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.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/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 its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. 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 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.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of 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. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:
Department of General Services
Office of Chief Counsel
603 North Office Building Harrisburg, PA 17125

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Telephone No: (717) 783-6472

FAX No: (717) 787-9138

V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

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

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the 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.

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor 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.

V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in 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 the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

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V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.43 CONTRACT-035.1a Changes (Oct 2006)

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

V.44 CONTRACT-036.1 Background Checks (February 2016)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

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- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of cardreaders and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

- a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived by the information supplied by the disclosing party;
 - (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (5) required to be disclosed by law, regulation, court order, or other legal process. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data

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processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth 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. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations. Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.47 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

V.48 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

PART V
CONTRACT TERMS and CONDITIONS

V.49 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.50 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the 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, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth 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 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 will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’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 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.

PART V
CONTRACT TERMS and CONDITIONS

- 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 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 for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, 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.

V.51 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

- 1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

PART V
CONTRACT TERMS and CONDITIONS

- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

LOT 3
Youth Development Centers (YDC) and Youth Forestry Camps (YFC)

INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for **6100048018**

All attached worksheets must be completed in their entirety. Data may only be entered in the cells highlighted in *YELLOW*.

Except as otherwise provided in the RFP, costs are all inclusive of any overhead, travel, subsistence, supplies and other expenses, and may not be billed separately.

COST SUBMITTAL Tab

1. Select the *Cost Submittal* Tab at the bottom of this page.
2. Complete the top portion of the form to include all contact information.
3. This tab requires no entry of cost data. All data entered on the *Cost Breakdown* Tab will automatically populate to the *Cost Submittal* Tab.
4. **The Cost Submittal will be evaluated based on the group total comprised of the initial contract term [three (3) years].**

COST BREAKDOWN Tab

1. Select the *Cost Breakdown* Tab at the bottom of this page.
2. **Implementation.** Enter the annual dollar amount in the cells highlighted in *YELLOW* for the Start-Up / Implementation Costs.

Enter \$0.00 for any no cost items. Any items left blank will be assumed to be zero.

4. **Personnel.** Enter the Hourly Rate in the cells highlighted in *YELLOW* for each task. Include subcontractor costs in your hourly rate for all applicable tasks.

08.21.19

**LOT 3
Youth Development Centers (YDC) and Youth Forestry Camps (YFC)**

COST SUBMITTAL OVERVIEW RFP # 6100048018		
OFFEROR NAME	CONTACT PERSON	
OFFEROR ADDRESS	EMAIL ADDRESS	
	PHONE NUMBER	FAX NUMBER
	VENDOR NUMBER	FEDERAL ID OR SSN

Cost Summary				
	Year 1	Year 2	Year 3	Total
Implementation	\$0.00			\$0.00
Personnel	\$0.00	\$0.00	\$0.00	\$0.00

Total to be evaluated for the Initial term of the Contract (3 years):	\$0.00
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08.21.19

LOT 3
Youth Development Centers (YDC) and Youth Forestry Camps (YFC)

IMPLEMENTATION FEE		YEAR 1								
Item	Total Cost									
Implementation Fee. This is a one-time fee, which shall cover all transition costs.										
PERSONNEL		YEAR 1			YEAR 2			YEAR 3		
All Positions	Hourly Rate	Estimated # of Hours hours	Total	Hourly Rate	Estimated # of Hours hours	Total	Hourly Rate	Estimated # of Hours hours	Total	
Account Manager		500	\$0.00		500	\$0.00		500	\$0.00	
Advocate		4,200	\$0.00		4,200	\$0.00		4,200	\$0.00	
SUBTOTAL:		\$0.00			\$0.00			\$0.00		
TOTAL COST:							\$0.00			

08.21.19

APPENDIX A3
Youth Development Centers and Youth Forestry Camp Locations

The selected Offeror will provide advocacy services to all at-risk youth living in state operated Youth Development Centers and Youth Forestry Camps in the Commonwealth of Pennsylvania.

LOCATION OF SERVICES

Loysville Youth Development Center (LYDC)
8 Opportunity Drive
Loysville, PA 17047-9754

State Court Unit (SCU)
1801 Vine Street
Philadelphia, PA 19103

Loysville Secure Treatment Unit (LSTU)
10 Opportunity Drive
Loysville, PA 17047-9754

Youth Forestry Camp #2 (YFC#2)
R.R. #1, Box 82
Hickory Run State Park
White Haven, PA 18661-9714

North Central Secure Treatment Unit (NCSTU)
210 Clinic Road
Danville, PA 17821-8608

Youth Forestry Camp #3 (YFC#3)
4534 Tar Kiln Road,
James Creek, PA 16657

South Mountain Secure Treatment Unit (SMSTU)
10056 South Mountain Road, Box 374
South Mountain, PA 17261-0374

APPENDIX B3
Business Associates Agreement

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE ADDENDUM

WHEREAS, the Pennsylvania Department of Human Services (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, , as amended, 42 C.F.R. §§ 431.301-431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 *et seq.*, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with this Addendum and the standards established by applicable laws and agency guidance.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this Addendum and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- a. “Business Associate” shall have the meaning given to such term under HIPAA, the HITECH Act, applicable regulations and agency guidance.
- b. “Covered Entity” shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance.
- c. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- d. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- e. “Privacy Rule” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.

APPENDIX B3
Business Associates Agreement

- f. “Protected Health Information” or “PHI” shall mean any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations and agency guidance. PHI also includes any and all information that can be used to identify a current or former applicant or recipient of benefits or services of Covered Entity (or Covered Entity’s contractors/business associates).
- g. “Security Rule” shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- h. “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.

2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the purposes of providing services under its contract with Covered Entity, except as otherwise stated in this Addendum.

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a) **Limits On Use And Further Disclosure.** Business Associate shall not further use or disclose PHI provided by, or created or obtained on behalf of Covered Entity other than as permitted or required by this Addendum or as required by law and agency guidance.
- b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Addendum. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.
- c) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to DPW Chief Information Security Officer at (717) 772-6469, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.

APPENDIX B3
Business Associates Agreement

- d) Reports Of Security Incidents.** In addition to the breach notification requirements in section 13402 of the HITECH Act and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to DPW Chief Information Security Officer at (717) 772-6469, within two (2) days of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance.
- (e) Subcontractors And Agents.** At any time PHI is provided or made available to Business Associate subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Addendum.
- (f) Right Of Access To PHI.** Business Associate shall allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of such information, Business Associate must provide the individual with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and the individual. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within five (5) business days. Business associate shall further conform with all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- (g) Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If an individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.

APPENDIX B3
Business Associates Agreement

- (h) Provide Accounting Of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures.
- (i) Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rules, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- (j) Access To Books And Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with applicable laws and agency guidance.
- (k) Return Or Destruction Of PHI.** At termination or expiration of the contract, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate may not retain any copies of the PHI after termination or expiration of its contract. If return or destruction of the PHI is not feasible, Business Associate shall extend the protections of this Addendum to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (l) Maintenance of PHI.** Notwithstanding Section 3(k) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the its contract and this Addendum and shall continue to maintain the information required under the various documentation requirements of its contract and this Addendum (such as those in §3(h)) for a period of six (6) years after termination or expiration of its contract, unless Covered Entity and Business Associate agree otherwise.
- (m) Mitigation Procedures.** Business Associate shall establish and provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Addendum or the Privacy Rules, as amended. Business Associate

APPENDIX B3
Business Associates Agreement

shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum or applicable laws and agency guidance.

- (n) **Sanction Procedures.** Business Associate shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Addendum, applicable laws or agency guidance.
- (o) **Grounds For Breach.** Non-compliance by Business Associate with this Addendum or the Privacy or Security Rules, as amended, is a breach of the contract, for which the Commonwealth may elect to terminate Business Associate's contract.
- (p) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that Business Associate has violated a material term of this Addendum.
- (q) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Addendum, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Addendum and applicable laws and agency guidance.
- (r) **Privacy Practices.** Covered Entity will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Covered Entity. Covered Entity may change applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in 45 C.F.R. § 164.520.

4. OBLIGATIONS OF COVERED ENTITY:

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable law and agency guidance, as well as changes to such notice. Covered Entity will post on its website any material changes to its notice of privacy practices by the effective date of the material change

APPENDIX B3
Business Associates Agreement

- b) Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

APPENDIX C3

Youth Development Centers and Forestry Camp Facility Director Contact Information

Loysville Youth Development Center (LYDC)

Facility Director

Phone: 717-789-3841

Loysville Secure Treatment Unit (LSTU)

Facility Director

Phone: 717-789-3841

North Central Secure Treatment Unit (NCSTU)

Facility Director

Phone: 570-271-4700

South Mountain Secure Treatment Unit (SMSTU)

Facility Director

Phone: 717-749-7904

State Court Unit (SCU)

Facility Director

Phone: 215-560-1800

Youth Forestry Camp #2 (YFC#2)

Facility Director

Phone: 570-443-9524

Youth Forestry Camp #3 (YFC#3)

Facility Director

Phone: 814-658-3492

APPENDIX D3
Consent to Obtain/Release Confidential Information

CONSENT TO OBTAIN/RELEASE CONFIDENTIAL INFORMATION

I, _____, pursuant to the Family Educational Rights and
(Parent/Guardian/Legal Representative)
Privacy Act hereby authorize _____ to release copies of
(School District)
any and all existing records and reports that are collected, maintained or used by the
above mentioned educational agency concerning _____
(Name of Student)

(Date of Birth)

This information is to be released to:



Information to be released: cumulative, confidential, IBP and/or 504 Service Agreements, discipline, attendance records, evaluation reports and psychological evaluation results, verbal exchange.

This information is being released for the specific purpose of: Providing Advocacy Services.

I release this information to the _____ with the stipulation that they do not release this information to any other persons or agencies not specified on this release. I understand that I have no obligation whatsoever to disclose any information from the records and further understand that I may revoke this authorization at any time by notifying either the _____ or to the institution to which this authorization is directed. I also understand that this authorization is revocable except to the extent that action has been taken in reliance thereon and that this consent will remain in effect for no longer than one year from the date of execution in order to effectuate the purpose for which it is intended.

Effective Date: _____ Expiration Date: _____

Parent, Legal Guardian or Legal Representative Date

Student if 14 years or older Date

Note: Faxed/Photocopies of this form will be considered valid.

APPENDIX E3
Applicable Laws and Terms

1. **Child Protective Service Laws:** In the event that a Purchase Order calls for services to minors, the selected Offeror shall comply with the provisions of the Child Protective Services Law and all applicable regulations, (55 Pa. Code, Chapter 3490).
2. **Pro-Children Act of 1994:** The selected Offeror will comply with requirements of the Pro-Children Act of 1994: Public Law 103-277, Part C-Environment Tobacco Smoke (also known as the Pro-Children Act of 1994) that prohibits smoking in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments. Federal programs include grants, cooperative agreements, loans, or loan guarantees and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
3. **Medicare/Medicaid Reimbursement**
 - a) To the extent that services are furnished by selected Offeror, its subcontractors, or organizations related to the selected Offeror or its subcontractors and such services may in whole or in part be claimed by the Commonwealth for Medicare/Medicaid reimbursements, selected Offeror and its subcontractors will comply with 42 C.F.R., Part 420 and 42 C.F.R. § 431.107, including:
 - i.) Preservation of books, documents and records until the expiration of four (4) years after the services are furnished under the contract.
 - ii.) Full and free access to (i) the Commonwealth, (ii) the U.S. Comptroller General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.
4. **Contractor Responsibility to Employ Welfare Clients** (Applicable to contracts \$25,000 or more)
 - a) The selected Offeror, within 10 days of receiving the notice to proceed, shall contact the Employment Unit Coordinator in DHS's County Assistance Office in the county where the selected Offeror will deliver the service to present, for review and approval, a plan for recruiting and hiring of public assistance recipients for employment under the contract or Purchase Order. If selected Offeror provides services in more than one county, it shall present its plan for review and approval to DHS's Central Office of Employment and Training. Such plan shall be submitted on Form PA 778. A copy of the approved plan shall be returned within 30 days of notice to proceed to the initiating office/facility.
 - b) Pursuant to the approved plan, the selected Offeror shall make a good faith effort to fill at least 25% of the new or vacant jobs created under the contract or a Purchase Order with qualified recipients referred by the County Assistance Office Employment Unit Coordinator.
 - c) Hiring under the approved plan shall be verified by Quarterly Contract Reports on Form PA 1540 to the Employment Unit Coordinator or to the Central Office of Employment and Training for plans covering more than one county. Such reports shall be made in the format approved by the Department.

APPENDIX E3
Applicable Laws and Terms

5. Tuberculosis Control.

For resources working in a healthcare setting, the selected Offeror will comply with the Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health Care Settings, 2005, issued by the Centers for Disease Control and Prevention (CDC), as these guidelines may be updated. The guidelines are available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5417a1.htm?s_cid=rr5417a1_e.

If the resource has written proof of testing within the last six (6) months, the facility will accept this documentation in lieu of administration of a repeat test. In the event a resource proposed or provided by the selected Offeror is unwilling to submit to the test, the selected Offeror must complete the risk assessment questionnaire. The Commonwealth will not accept any resource proposed or provided by the selected Offeror if the resource refuses to comply with the guidelines issued by the CDC.

6. Act 13 Application to Contractor

The selected Offeror shall submit for any personnel who will have or may have direct contact with residents from a facility or unsupervised access to personal living quarters in accordance with the following:

- a) Pursuant to 18 Pa.C.S. Ch. 91(relating to criminal history record information) a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central repository contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa.C.S. 9121(b)(2) (relating to general regulations).
- b) Where the applicant is not, and for the two years immediately preceding the date of the agency's request for services has not been a resident of this Commonwealth, the Department shall require that the selected Offeror to submit a report of Federal criminal history record information pursuant to the Federal Bureau of Investigation's under Department of State, Justice, and Commerce, the Judiciary, and Related Agencies Appropriation Act, 1973 (Public Law 92-544, 86 Stat. 1109). For the purpose of this paragraph, the resource shall submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. The Department will ensure confidentiality of the information.
- c) The Pennsylvania State Police charges a fee to conduct the criminal history record check required under subsection 1. The State Police may charge a fee of not more than the established charge by the Federal Bureau of Investigation for the criminal history record check required under subsection 2.

The selected Offeror shall apply for clearance using the [State Police Background Check](#) at its expense. When the State Police Criminal History Background Report is received, it must be forwarded to the Department. State Police Criminal History Background Reports not received within sixty (60) days may result in cancellation of a Purchase Order.

- 7. Confidentiality (DHS).** The selected Offeror will have access to information about applicants and recipients of public assistance benefits and individuals to whom DHS provides direct benefits or services, which is confidential under federal and state law. The selected Offeror must keep this

APPENDIX E3
Applicable Laws and Terms

information confidential and may not disclose or use this information for any purpose not connected with Offeror's responsibilities under a Purchase Order.

8. Prison Rape Elimination Act (PREA).

Pursuant to federal regulations promulgated under the authority of The Prison Rape Elimination Act ("PREA"), (Public Law 108-79 (2003); 42 U.S.C. § 15601 et seq.; 28 C.F.R. 115.5 et seq.), the Selected Offeror understands and agrees that it shall adopt and comply with all PREA regulations, including, but not limited to, the standards related to hiring and promotion as set forth in 28 C.F.R. 115.17.

The Selected Offeror acknowledges that the PREA standards apply to all of its employees, subcontractors, or anyone working on behalf of the Selected Offeror, who work within the prison.

For services providing in DHS's juvenile facilities and in accordance with its zero tolerance policy, DHS prohibits all forms of sexual abuse and sexual harassment of juveniles. The selected Offeror will comply with DHS policy and with PREA and its regulations at 28 C.F.R Part 115 Subpart D, Standards for Juvenile Facilities. At a minimum, the selected Offeror will provide a copy of DHS's Zero Tolerance for Sexual Abuse and Harassment pamphlet to all resources, including resources of subcontractors who have any contact with juveniles at a facility and will provide to DHS confirmation of each resource's receipt and understanding of the pamphlet by having each resource complete the sign-off form. The selected Offeror will continue to provide this pamphlet to any new resource that may be provided under the contract.

DHS may require resources provided by selected Offeror, including that of subcontractors to undergo additional training on their responsibilities under DHS's sexual abuse and sexual harassment prevention, detection and response policies and procedures. DHS will determine whether additional training is required based upon the nature of contracted services and the level of contact with juveniles at the facility.

The Selected Offeror shall be responsible for and agrees to indemnify and hold harmless the Department from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Department as a result of the Selected Offeror's failure to comply with PREA requirements.

9. Adverse Interest.

The Adverse Interest Act, Act of Jul. 19, 1957, P.L. 1017, No. 451, prohibits a State consultant for a state agency from participating in a contract that is the result of a recommendation made by that State consultant. *See* 71 P.S. § 776.3. A "State consultant" is defined as "[a] person who, as an independent contractor, performs professional, scientific, technical or advisory services for a State agency and who receives a fee, honorarium or similar compensation for such service." *See* 71 P.S. § 776.2. The Selected Offeror and its Subcontractors shall be subject to the Adverse Interest Act and be aware of the implications that it may have on the services the Selected Offeror and its Subcontractors provides.

**APPENDIX F3
Audit Clause D**

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE D – CONTRACTOR

The Commonwealth of Pennsylvania, Department of Human Services (DHS), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal funding and state funding passed through DHS are subject to DHS audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Contractor means a dealer, distributor, merchant, or other seller providing goods or services to an auditee that are required for the **administrative support** of a program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. The contractor's responsibility is to meet the requirements of the procurement contract.

Department of Human Services Audit Requirement

If in connection with the agreement, an entity **expends \$500,000 or more in combined state and federal funds** during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements No. 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DHS. The initial compliance examination shall be completed for the official annual reporting period of this agreement and conducted annually thereafter.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor agrees to make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the contractor or provided to the Commonwealth at the DHS' option until such litigation, claim, or exceptions have reached final disposition.

APPENDIX F3 Audit Clause D

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the contractor may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth

DHS Required Audit Report Submission

The contractor shall submit the SSAE 10 report to the DHS within 90 days after the required period of audit has ended. When the SSAE 10 report is other than unqualified, the contractor shall submit to the DHS, in addition to the audit report, a plan describing what actions the contractor will implement to correct the situation that caused the auditor to issue a qualified opinion, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable.

Submit **two copies** of the DHS required audit report package.

1. Independent Accountant's Report – on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.
2. Submit the audit report directly to the program office.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DHS' not accepting the report and initiating sanctions against the contractor that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Suspending subsequent contract funding pending compliance.

TECHNICAL ASSISTANCE

Technical assistance on the DHS' audit requirements will be provided by:

Department of Human Services
Bureau of Financial Operations
Division of Audit and Review
Audit Resolution Section
1st Floor, Forum Place
555 Walnut Street
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675
Email: RA-pwauditresolution@pa.gov

**APPENDIX F3
Audit Clause D**

ENCLOSURE I

The Department of Human Services (DHS) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA Professional Standards.

Independent Accountant's Report

[Introductory Paragraph]

We have examined [*name of entity*]'s compliance with [*list specific compliance requirement*] during the [*period*] ended [*date*]. Management is responsible for [*name of entity*]'s compliance with those requirements. Our responsibility is to express an opinion on [*name of entity*]'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about [*name of entity*]'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on [*name of entity*]'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, [*name of entity*] complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

A. General Information. The Issuing Office encourages participation by Small Diverse Businesses (SDB) and Small Businesses (SB) as prime contractors and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

- △ The business must be for-profit, United States business;
- △ The business must be independently owned;
- △ The business may not be dominant in its field of operation;
- △ The business may not employ more than 100 full-time or full-time equivalent employees;
- △ The business may not exceed an average of \$38.5 million in gross annual revenues over the preceding three years.

For credit in the RFP scoring process, a SB must complete the Department of General Services (DGS)/Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) self-certification process. Additional information on this process can be found here:

[Small Business Self-Certification.](#)

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found here:

[Small Diverse Business Verification.](#)

An Offeror that qualifies as a SDB or SB and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors. A SDB or SB may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed here:

[Find Small and Small Diverse Businesses.](#)

B. SDB and SB Participation Evaluation. BDISBO has established the minimum evaluation weight for the SDB and SB Participation criterion for this RFP as 20% of the total points.

- 1) The SDB and SB point allocation is based entirely on the percentage of the contract cost committed to SDB and SB participation. If the proposer is a SDB, 100% of the

contract cost is allocated to SDB participation. If the proposer is a SB, 100% of the contract cost is allocated to SB participation.

- 2) A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no SDB or SB points.
- 3) Based on a maximum total of 200 available points for the SDB/SB Participation Submittal, the scoring mechanism is as follows:

$$\text{SDB and SB Raw Score} = 200 (\text{SDB}\% + (1/3 * \text{SB}\%))$$

- 4) The SDB and SB Raw Score is capped at 200.

The Offeror with the highest raw score will receive 200 points. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth here: [RFP Scoring Formula](#).

- 5) The Offeror's prior performance in meeting its contractual obligations, SDBs and SBs will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the the limited purpose of eligibility to receive SDB and SB points.

Questions regarding the SDB and SB Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
[Email: RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)
[Website: www.dgs.pa.gov](http://www.dgs.pa.gov)

C. SDB/SB Participation Submittal. All Offerors are required to submit the attached SDB/SB Participation Submittal Form in its entirety and related Letter(s) of Intent. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date and time. BDISBO reserves the right to adjust overall SDB or SB commitments to correctly align with the SDB or SB status of a prime contractor or subcontractor as of the solicitation due date and time, and also to reflect the correct sum of individual subcontracting commitments listed within the Letters of Intent.**

If there are multiple Letters of Intent, please combine them into one document and upload them with your response. The Letter(s) of Intent must be signed by both the Offeror and the SDB or SB for each of the identified SDB or SB subcontractors. Please use the attached Letter of Intent template and include all highlighted information.

Each SDB or SB commitment credited by BDISBO along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Offeror.

Offerors will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Offerors will not receive credit for stating that they will find a SDB or SB after the contract is awarded.

Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB and/or SB Status or entitle an Offeror to receive credit for SDB or SB participation.

D. Contract Requirements.

All contracts containing SDB and SB Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB and SB commitment which was credited by BDISBO and the total percentage of such SDB and SB commitments made at the time of proposal submittal, BAFO, or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
2. For purposes of monitoring compliance with the selected Offeror's SDB or SB commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term.
3. All SDB and SB subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
4. The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.
5. SDB and SB commitments must be maintained in the event the contract is assigned to another prime contractor.
6. The selected Offeror and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the SDB and/or SB to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided as an attachment – **Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - a) The specific work, supplies or services the SDB and/or SB will perform; location

for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

- b) The fixed percentage commitment and associated estimated dollar value that each SDB and/or SB will receive based on the final negotiated cost for the initial term of the prime contract.
- c) Payment terms indicating that the SDB and/or SB will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
- d) Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB and/or SB relative to the nature and level of the SDB's and/or SB's participation in the project.

7. If the subcontract terms omit any of the information required in paragraph 6, and that information is otherwise reflected within the selected Offeror's SDB and SB Participation Submittal or LOI, that information is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph 6 or information contained within the selected Offeror's SDB and SB Participation Submittal or LOI, the order of precedence is as follows: 1) the requirements of paragraph 6, 2) the selected Offeror's SDB and SB Participation Submittal, and 3) the terms of the subcontract agreement.

8. If the selected Offeror and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.

9. The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.

10. The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with SDB and/or SB commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

11. If the Selected Offeror fails to satisfy its SDB and/or SB commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's SDB and/or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

**MODEL FORM OF SMALL DIVERSE AND SMALL BUSINESS
SUBCONTRACTOR AGREEMENT**

This Subcontractor Agreement ("Subcontract") is made effective as of _____, 20__, by and between _____, ("Contractor") and _____, a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Intent") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Small Business Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Intent and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Small Business Commitment expressed in the Letter of Intent and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and

earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, or disability-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is self-certified as a Small Business in accordance with the requirements and procedures established by the Bureau of Diversity, Inclusion and Small Business Opportunities; [Subcontractor is also verified as a Small Diverse Business by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;]

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c)

Termination.

Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d)

Audit Provisions.

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Small Business Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. Order of Precedence. The Letter of Intent, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Intent;
- (c) The Prime Contract; and
- (d) The Procurement.

6. Further Action. The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. Description of Services. Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM]

8. Small Diverse Business or Small Business Commitment. The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Small Business Commitment must be submitted in writing to the Bureau which will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract. [ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Quarterly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each quarter. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Small Business Commitments. If there was no activity during the quarter, then the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Contractor if its Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Small Business Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Small Business Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract 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, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Small Business Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Small Business commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Businesses and Small Businesses contractual obligations will be considered by the Bureau during future procurement scoring processes. To the extent a party has failed to meet prior contractual commitments, the Bureau may recommend to the Issuing Office that the party be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points or consideration as a qualified Small Diverse Business or Small Business.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Small Business Commitment set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Small Business Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR SMALL BUSINESS RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR SMALL BUSINESS' PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks
Confidentiality/Disclosure of Information
Data Security

Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Official Questions / Answers
 Advocacy Services
 RFP 6100048018

Question #	Lot	Question	Answer	Date Response Posted to JAGGAER	Internal Notes
1	ALL	Will there be a prebid meeting for this RFP?	The Commonwealth will not be holding a pre-proposal conference for this RFP.	08.28.19	
2	3	Mental Health Association in Pennsylvania currently holds the contract for services in the youth facilities. According to the technical submittal one full time advocate is required or a combination of part time advocates to fulfill a full time position. We do not believe this is the intention of OCFY. Based on similar contracts that require a full time advocates the number of youth being served is no where near that of other facilities in the Commonwealth. We are asking to ensure that a full time advocate is truly the intent of OCFY? Secondly, according to the cost submittal, there is an estimate of 20,000 hours. We looked at the hours that were submitted for the entire contract for this past fiscal year and this number was closer to 4,700. We are asking if the estimate of 20,000 hours is accurate and the number of hours our cost submittal should be based?	The hours pertaining to full time vs part time hours relates to the services across all YDC/YFC facilities. It's not specific to one facility, and should be considered for services across all facilities. YDC/YFC facilities vary in size and capacity; therefore, require different needs related to advocacy services at different facilities. The Commonwealth estimated the hours over a three (3) year period.	09.17.19	09.09.19 - Sent John Cihak an email. 09.12.19 - sent John Cihak a followup email. 09.13.19 - Re-wording the question to According to the technical submittal one full time advocate is required or a combination of part time advocates to fulfill a full time position. We are asking to ensure that a full time advocate is truly the intent of OCFY? Secondly, according to the cost submittal, there is an estimate of 20,000 hours. We are asking if the estimate of 20,000 hours is accurate?
2a	3	Should the cost submittal document be revised to note that there are a total of 20,000 hours for three years versus the current cost submittal document which reflects 20,000 per year?	An amendment was completed to correct the estimated number of hours for each year.	09.19.19	09.18.19 - Confirming if numbers for Lot 2 are 20,000 a year or 3 years. 09.19.19 - Lot 2 confirmed the numbers were accurate.
3	1	Will the presentation of the proposed Dashboard Reporting Tool by the Offerors take place prior to the contract being awarded?	The Oral Presentation live demonstration will be conducted before an award is made.	09.12.19	
4	1	Does the IT rate have to be combined with the billing rate? IT consulting could be in the range of \$100 per hour.	Offerors shall provide a cost for each personnel position listed on the Cost Sheet.	09.12.19	
5	1	Is there more clarification on the responsibilities of the IT Representative position?	Refer to Lot 1, Technical Submittal, Section 1-2, D. Personnel, 3. IT Representative	09.12.19	
6	1	The Advocate position is full-time, with one (1) full-time Advocate per center (there are four (4) centers). The total annual number of hours allotted are 5,000. How would 5,000 hrs. annually cover four (4) full-time Advocate positions.	The hours are estimated.	09.12.19	

EXHIBIT D

CONTRACTOR'S TECHNICAL SUBMITTAL

Event Summary - Advocacy Services - Mental Health Association in PA

Type	Request for Proposal	Number	6100048018
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Exported on	9/30/2019
Exported by	Sonya Schurtz	Payment Terms	-
Sealed Bid	Yes	Intend to Bid	Yes
Bid Total	0.00 USD		

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	8/22/2019 4:30 PM EDT
Close	9/27/2019 4:00 PM EDT
Sealed Bid	9/27/2019 4:00 PM
Question Submission Close	9/20/2019 4:00 PM EDT

Event Users

Contacts

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761

Description

1. Purpose. Department of Human Services (DHS) is seeking to obtain an Offeror who is qualified, responsible and responsive to provide the DHS facilities with uninterrupted and quality advocacy services. The Offeror must discuss specific risks and issues associated with the advocacy services and include proposed solutions. The Offeror must be compliance with all state and federal policies, procedures, regulations, and standards of the Commonwealth.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description. This RFP is comprised of three (3) lots as described below. Offerors may submit proposals for all Lots or any combination of the individual Lot(s). **Offerors must submit a separate and complete proposal (technical, cost, and small diverse business and small business participation) for each Lot for which it tends to propose and offer and indicate the respective lot in the proposal.** The Commonwealth reserves the right to award the Lots to a single Offeror or to award each Lot individually to distinct Offerors.

The Offeror will serve as an independent Contractor, not an employee of the Commonwealth. The Offeror will work collaboratively with the advocates located at each of the Program Offices. Requests for advocacy services from individuals residing in each of the DHS facilities will be referred to the Offeror that is required to provide advocacy in those settings. The Offeror will be required to sign in on the facilities visitors sign in sheet when entering and leaving the facility.

5. Commonwealth Issued Office Space for Advocates. DHS has the discretionary authority for the following based on need and position for Lots 1, 2, and 3:

- A. Work space;
- B. Access to a computer and internet; and
- C. Telephones.

6. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a Fixed Price contract and will contain the Contract Terms and Conditions attached to this RFP in the Buyer Attachments section.

7. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

8. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

9. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

10. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

11. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

12. Proposal Submission. To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

13. Proposal Format. To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

14. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

15. Oral Presentation.

A. LOT 1. Offerors are required to present a live demonstration of the proposed Dashboard Reporting Tool in Harrisburg, PA. Offerors will be provided up to an hour and a half (1.5) hours for the live system demonstration. The Issuing Office will schedule the demonstrations.

B. LOT 2. No Oral Presentation will be conducted; and

C. LOT 3. No Oral Presentation will be conducted.

16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the

solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

17. Prime Contractor Responsibilities. The selected Offeror must perform 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

18. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

19. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be

proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by the Bureau of Diversity Inclusion and Small Business Opportunities (BDISBO).

20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

21. Term of Contract. The term of the contract will commence on the Effective Date and will end **three (3) years after the effective date. The Commonwealth shall have the option to renew the Contract for two (2) additional 1-year renewal terms.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

22. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

23. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

24. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

25. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

26. Attachments to the RFP. All attachments to the RFP, including those contained in the Buyer Attachments and Additional Required Documentation sections, are incorporated into and made part of the RFP.

27. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following: Soundness of Approach, Offeror Qualifications, and Oral Presentations. The final Technical scores are determined by giving the maximum

number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Small Diverse Business and Small Business Participation: BDISBO has established the minimum evaluation weight for the Small Diverse Business and Small Business Participation criterion for this RFP as **20%** of the total points. Refer to the **Small Diverse Business and Small Business Participation** document contained in the **RFP Question** section for more information and scoring methodology.

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

28. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations: The total score for the technical submittal of the Offeror's proposal must be greater than or equal to 75% of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

29. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the

highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

Stage Description

No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Prerequisite Content:

Responsibility to Review RFP

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Certification

I certify that I have read and agree to the terms above.



Supplier Must Also Upload a File:

No

Buyer Attachments

LOT 1 Technical Submittal	1 LOT 1 Technical Submittal_ODP 08.21.19.docx	../Attachments/1 LOT 1 Technical Submittal_ODP 08.21.19.docx
LOT 1 Cost Submittal	2 LOT 1 Cost Submittal_ODP 08.21.19.xlsx	../Attachments/2 LOT 1 Cost Submittal_ODP 08.21.19.xlsx
LOT 1 Appendix A1 State Center L	3 LOT 1 Appendix A1 State Center Locations 08.21.19.pdf	../Attachments/3 LOT 1 Appendix A1 State Center Locations 08.21.19.pdf
LOT 1 Appendix B1 Business Assoc	4 LOT 1 Appendix B1 Business Associate Agreement 08.21.19.pdf	../Attachments/4 LOT 1 Appendix B1 Business Associate Agreement 08.21.19.pdf
LOT 1 Appendix C1 State Center F	5 LOT 1 Appendix C1 State Center Facility Director Contact Information 08.21.19.pdf	../Attachments/5 LOT 1 Appendix C1 State Center Facility Director Contact Information 08.21.19.pdf
LOT 1 Appendix D1 Release Confik	6 LOT 1 Appendix D1 Release Confidential Information Form 08.21.19.pdf	../Attachments/6 LOT 1 Appendix D1 Release Confidential Information Form 08.21.19.pdf
LOT 1 Appendix E1 Applicable Lav	7 LOT 1 Appendix E1 Applicable Laws and Terms 08.21.19.pdf	../Attachments/7 LOT 1 Appendix E1 Applicable Laws and Terms 08.21.19.pdf
LOT 1 Appendix F1 Audit Clause D	8 LOT 1 Appendix F1 Audit Clause D 08.21.19.pdf	../Attachments/8 LOT 1 Appendix F1 Audit Clause D 08.21.19.pdf
LOT 2 Technical Submittal	9 LOT 2 Technical Submittal_OMHSAS 08.21.19.docx	../Attachments/9 LOT 2 Technical Submittal_OMHSAS 08.21.19.docx
LOT 2 Cost Submittal	10 LOT 2 Cost Submittal_OMHSAS 08.21.19.xlsx	../Attachments/10 LOT 2 Cost Submittal_OMHSAS 08.21.19.xlsx
LOT 2 Appendix A2 State Hospital:	11 LOT 2 Appendix A2 State Hospital+SMRC Locations 08.21.19.pdf	../Attachments/11 LOT 2 Appendix A2 State Hospital+SMRC Locations 08.21.19.pdf
LOT 2 Appendix B2 Business Assoc	12 LOT 2 Appendix B2 Business Associate Agreement 08.21.19.pdf	../Attachments/12 LOT 2 Appendix B2 Business Associate Agreement 08.21.19.pdf
LOT 2 Appendix C2 State Hospital:	13 LOT 2 Appendix C2 State Hospital+SMRC Chief Exec Ofc Contact Info 08.21.19.pdf	../Attachments/13 LOT 2 Appendix C2 State Hospital+SMRC Chief Exec Ofc Contact Info 08.21.19.pdf
LOT 2 Appendix D2 Authorization 	14 LOT 2 Appendix D2 AuthorizationForUseorDiscloseofPer sonalInformation 08.21.19.pdf	../Attachments/14 LOT 2 Appendix D2 AuthorizationForUseorDiscloseofPers onalInformation 08.21.19.pdf
LOT 2 Appendix E2 Applicable Lav	15 LOT 2 Appendix E2 Applicable Laws and Terms 08.21.19.pdf	../Attachments/15 LOT 2 Appendix E2 Applicable Laws and Terms 08.21.19.pdf
LOT 2 Appendix F2 Audit Clause D	16 LOT 2 Appendix F2 Audit Clause D 08.21.19.pdf	../Attachments/16 LOT 2 Appendix F2 Audit Clause D 08.21.19.pdf
LOT 3 Technical Submittal	17 LOT 3 Technical Submittal_YDC_YFC 08.21.19.docx	../Attachments/17 LOT 3 Technical Submittal_YDC_YFC 08.21.19.docx
LOT 3 Cost Submittal - REV 09.18.1	18 LOT 3 Cost Submittal_YDC+YFC REV 09.18.19.xlsx	../Attachments/18 LOT 3 Cost Submittal_YDC+YFC REV 09.18.19.xlsx
LOT 3 Appendix A3 Youth Develop	19 LOT 3 Appendix A3 Youth Development Centers and Youth Forestry Camp Location 08.21.19.pdf	../Attachments/19 LOT 3 Appendix A3 Youth Development Centers and Youth Forestry Camp Location 08.21.19.pdf
LOT 3 Appendix B3 Business Assoc	20 LOT 3 Appendix B3 Business Associate Agreement 08.21.19.pdf	../Attachments/20 LOT 3 Appendix B3 Business Associate Agreement 08.21.19.pdf
LOT 3 Appendix C3 Youth Develop	21 LOT 3 Appendix C3 YDC_YFC Facility Director Contact Information 08.21.19.pdf	../Attachments/21 LOT 3 Appendix C3 YDC_YFC Facility Director Contact Information 08.21.19.pdf
LOT 3 Appendix D3 Consent to Ob	22 LOT 3 Appendix D3 Consent to Obtain_Release Confidential Information 08.21.19.pdf	../Attachments/22 LOT 3 Appendix D3 Consent to Obtain_Release Confidential Information 08.21.19.pdf

LOT 3 Appendix E3 Applicable Lav	23 LOT 3 Appendix E3 Applicable Laws and Terms 08.21.19.pdf	../Attachments/23 LOT 3 Appendix E3 Applicable Laws and Terms 08.21.19.pdf
LOT 3 Appendix F3 Audit Clause D	24 LOT 3 Appendix F3 Audit Clause D 08.21.19.pdf	../Attachments/24 LOT 3 Appendix F3 Audit Clause D 08.21.19.pdf
LOT 1-2-3 Terms and Conditions	25 LOT 1-2-3 Terms and Conditions 08.21.19.pdf	../Attachments/25 LOT 1-2-3 Terms and Conditions 08.21.19.pdf

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: LOT 1 Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
MHAPA Intent.docx - ./SupplierAttachments/QuestionAttachments/MHAPA Intent.docx
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
No response.
- 1.1.3 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.
Text (Multi-Line)
No response.

Group 1.2: LOT 2 Technical Questions

- 1.2.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
9+LOT+2+Technical+Submittal_OMHSAS+MHAPA.docx -
./SupplierAttachments/QuestionAttachments/9+LOT+2+Technical+Submittal_OMHSAS+MHAPA.docx
- 1.2.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
Lot 2 Technical Submittal Supporting Documentation MHAPA.zip -
./SupplierAttachments/QuestionAttachments/Lot 2 Technical Submittal Supporting Documentation MHAPA.zip

Group 1.3: LOT 3 Technical Questions

- 1.3.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
17+LOT+3+Technical+Submittal_YDC_YFC+MHAPA.docx -
./SupplierAttachments/QuestionAttachments/17+LOT+3+Technical+Submittal_YDC_YFC+MHAPA.docx
- 1.3.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
Lot+3+Technical+Submittal_YDC_YFCrelateddocuments.zip -
./SupplierAttachments/QuestionAttachments/Lot+3+Technical+Submittal_YDC_YFCrelateddocuments.zip

Group 1.4: LOT 1 Small Diverse Business and Small Business Participation

- 1.4.1 Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting. ★
File Upload

MHAPA Intent(1).docx - ./SupplierAttachments/QuestionAttachments/MHAPA Intent(1).docx

Small and Small Diverse Participation Submittal -
../Attachments/QuestionAttachments/SDBSB+Participation+Submittal (May2019)-_ .xlsx

1.4.2 Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement.

File Upload

No response.

Model Form of SDSDB Subcontractor Agreement - ../Attachments/QuestionAttachments/Model Form of SDSDB Subcontractor Agreement.docx

1.4.3 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★

Yes/No

Yes

Group 1.5: LOT 2 Small Diverse Business and Small Business Participation

1.5.1 Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting. ★

File Upload

SDBSB+Participation+Submittal+(May2019)-_ (1).xlsx -
./SupplierAttachments/QuestionAttachments/SDBSB+Participation+Submittal+(May2019)-_ (1).xlsx

SDBSB Participation Submittal -

1.5.2 Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement

File Upload

No response.

Model Form of SDSDB Subcontractor Agreement - ../Attachments/QuestionAttachments/Model Form of SDSDB Subcontractor Agreement (3).docx

1.5.3 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.5.1 ★

Yes/No

Yes

Group 1.6: LOT 3 Small Diverse Business and Small Business Participation

1.6.1 Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting. ★

File Upload

SDBSB+Participation+Submittal+(May2019)-_ (1)(1).xlsx -
./SupplierAttachments/QuestionAttachments/SDBSB+Participation+Submittal+(May2019)-_ (1)(1).xlsx

SDBSB Participation Submittal -

1.6.2 Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement

File Upload

No response.

1.6.3 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.6.1 ★

Yes/No

Yes

Group 1.7: LOT 1 Cost

- 1.7.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★

File Upload

MHAPA Intent(2).docx - ./SupplierAttachments/QuestionAttachments/MHAPA Intent(2).docx

LOT 1 Cost Submittal - ../Attachments/QuestionAttachments/2 LOT 1 Cost Submittal_ODP

Group 1.8: LOT 2 Cost

- 1.8.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★

File Upload

10+LOT+2+Cost+Submittal_OMHSAS.xlsx -
./SupplierAttachments/QuestionAttachments/10+LOT+2+Cost+Submittal_OMHSAS.xlsx

LOT 2 Cost Submittal - ../Attachments/QuestionAttachments/10 LOT 2 Cost Submittal_OMHSAS

Group 1.9: LOT 3 Cost

- 1.9.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★

File Upload

18+LOT+3+Cost+Submittal_YDC+YFC+REV+09.18.19 (1).xlsx -
./SupplierAttachments/QuestionAttachments/18+LOT+3+Cost+Submittal_YDC+YFC+REV+09.18.19 (1).xlsx

LOT 3 Cost Submittal - ../Attachments/QuestionAttachments/18 LOT 3 Cost Submittal_YDC+YFC

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★

File Upload

Iran Free Certification Form 9.24.2019.pdf - ./SupplierAttachments/QuestionAttachments/Iran Free Certification Form 9.24.2019.pdf

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

- 2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★

File Upload

Domestic Work Utilization Certification 9.25.2019.pdf -
./SupplierAttachments/QuestionAttachments/Domestic Work Utilization Certification 9.25.2019.pdf

Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc

- 2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★

File Upload

TradeSecret_ConfidentialPropertyInfoNotice signed.pdf -
./SupplierAttachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice signed.pdf

Trade Secret/Confidential Proprietary Information Notice -
../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf

- 2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

File Upload

No response.

- 2.1.5 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★

File Upload

Lobbying Certification Form 9.24.2019.pdf - ./SupplierAttachments/QuestionAttachments/Lobbying Certification Form 9.24.2019.pdf

Group 2.2: Terms and Conditions

2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

Yes

Group 2.3: Offeror's Representation

2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

Yes

Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

Yes

Q&A Board

Subject = Full time advocates and Estimation of hours

Private Thread

Q: Mental Health Association in Pennsylvania currently holds the contract for services in the youth facilities. According to the technical submittal one full time advocate is required or a combination of part time advocates to fulfill a full time position. We do not believe this is the intention of OCFY. Based on similar contracts that require a full time advocates the number of youth being served is no where near that of other facilities in the Commonwealth. We are asking to ensure that a full time advocate is truly the intent of OCFY? Secondly, according to the cost submittal, there is an estimate of 20,000 hours. We looked at the hours that were submitted for the entire contract for this past fiscal year and this number was closer to 4,700. We are asking if the estimate of 20,000 hours is accurate and the number of hours our cost submittal should be based?

Question added by: Shalawn James

9/6/2019 3:21 PM EDT

A: Your original question was re-phrased to remove your identity. The question was posted today, 9.17.19 and says "According to the technical submittal one full time advocate is required or a combination of part time advocates to fulfill a full time position. We are asking to ensure that a full time advocate is truly the intent of OCFY? Secondly, according to the cost submittal, there is an estimate of 20,000 hours. We are asking if the estimate of 20,000 hours is accurate?"

Answered by: Sonya Schurtz

9/17/2019 8:43 AM EDT

Subject = Submitting Your Proposal

Public Thread

Q: Our company is not interested in submitting a proposal for all Lots?

Question added by: Sonya Schurtz

9/20/2019 4:02 PM EDT

A: If only interested in submitting a proposal for one (1) of the three (3) lots, please upload a Word document stating, "Not Interested in Proposing on Lot ..." for the lot questions you are not interested in proposing on.

Answered by: Sonya Schurtz

9/20/2019 4:02 PM EDT

Subject = Full time advocates and Estimation of hours

Public Thread

Q: According to the technical submittal one full time advocate is required or a combination of part time advocates to fulfill a full time position. We are asking to ensure that a full time advocate is truly the intent of OCFY? Secondly, according to the cost submittal, there is an estimate of 20,000 hours. We are asking if the estimate of 20,000 hours is accurate?

Question added by: Sonya Schurtz

9/17/2019 8:39 AM EDT

A: The hours pertaining to full time vs part time hours relates to the services across all YDC/YFC facilities. It's not specific to one facility, and should be considered for services across all facilities. YDC/YFC facilities vary in size and capacity; therefore, require different needs related to advocacy services at different facilities. The Commonwealth estimated the hours over a three (3) year period.

Answered by: Sonya Schurtz

9/17/2019 8:39 AM EDT

Q: Should the cost submittal document be revised to note that there are a total of 20,000 hours for three years versus the current cost submittal document which reflects 20,000 per year?

Question added by: Sue Walther

9/17/2019 9:06 AM EDT

A: An amendment was completed to correct the estimated number of hours for each year.

Answered by: Sonya Schurtz

9/19/2019 11:42 AM EDT

Subject = SDB Requirements

Public Thread

Q: Is there a SDB requirement for this RFP or is it a GFE?

Question added by: Martin Harris

9/10/2019 1:55 PM EDT

A: Refer to Question 1.4 through 1.6 in the event.

Answered by: Sonya Schurtz

9/12/2019 5:37 PM EDT

Subject = IT Representative

Public Thread

Q: Can the IT Representative be on contract?	Question added by: Peri Jude Radecic	9/9/2019 4:46 PM EDT
A: Refer to Lot 1, Technical Submittal, Section 1-2, D. Personnel, 3. IT Representative	Answered by: Sonya Schurtz	9/13/2019 10:32 AM EDT
Subject = Dashboard		Public Thread
Q: Who is the end user of the Dashboard? DGS? ODP? Or both?	Question added by: Peri Jude Radecic	9/9/2019 4:43 PM EDT
A: Refer to Lot 1, Technical Submittal, Section 1-4, C. Dashboard Reporting Tool.	Answered by: Sonya Schurtz	9/19/2019 11:42 AM EDT
Subject = Dashboard		Public Thread
Q: Will state center firewalls present Dashboard user issues for the Advocates at the centers?	Question added by: Peri Jude Radecic	9/9/2019 4:43 PM EDT
A: Refer to Question 1.1.3 in the event.	Answered by: Sonya Schurtz	9/12/2019 3:56 PM EDT
Subject = Hourly Rate		Public Thread
Q: Can an Offeror have different hourly rates for the first year, second year and third year?	Question added by: Peri Jude Radecic	9/9/2019 4:39 PM EDT
A: Yes	Answered by: Sonya Schurtz	9/12/2019 3:57 PM EDT
Subject = One time cost		Public Thread
Q: What one-time costs would be involved and acceptable in the setup for the project?	Question added by: Peri Jude Radecic	9/9/2019 4:39 PM EDT
A: Refer to Lot 1, Lot 2, and Lot 3, Technical Submittal, Section 1-4, A. Implementation.	Answered by: Sonya Schurtz	9/12/2019 4:01 PM EDT
Subject = Cost estimate and start-up		Public Thread
Q: In order to come up with a reasonable total cost estimate, what is the Issuing Office's expectations for the implementation fee, the software maintenance fee and IT Representative?	Question added by: Peri Jude Radecic	9/9/2019 4:37 PM EDT
A: Refer to Lot 1, Technical Submittal, Section 1-4, A. Implementation	Answered by: Sonya Schurtz	9/12/2019 3:58 PM EDT
Subject = Advocacy Staffing		Public Thread
Q: The Advocate position is full-time, with one (1) full-time Advocate per center (there are four (4) centers). The total annual number of hours allotted are 5,000. How would 5,000 hrs. annually cover four (4) full-time Advocate positions.	Question added by: Peri Jude Radecic	9/9/2019 4:30 PM EDT
A: The hours are estimated.	Answered by: Sonya Schurtz	9/12/2019 3:55 PM EDT
Subject = IT Representative		Public Thread
Q: Is there more clarification on the responsibilities of the IT Representative position?	Question added by: Peri Jude Radecic	9/9/2019 4:19 PM EDT
A: Refer to Lot 1, Technical Submittal, Section 1-2, D. Personnel, 3. IT Representative	Answered by: Sonya Schurtz	9/12/2019 3:54 PM EDT
Subject = IT Representative		Public Thread
Q: Does the IT rate have to be combined with the billing rate? IT consulting could be in the range of \$100 per hour.	Question added by: Peri Jude Radecic	9/9/2019 4:16 PM EDT
A: Offerors shall provide a cost for each personnel position listed on the Cost Sheet.	Answered by: Sonya Schurtz	9/12/2019 3:53 PM EDT
Subject = Oral Presentation		Public Thread
Q: Will the presentation of the proposed Dashboard Reporting Tool by the Offerors take place prior to the contract being awarded?	Question added by: Peri Jude Radecic	9/9/2019 4:10 PM EDT

A: The Oral Presentation live demonstration will be conducted before an award is made.

Answered by: Sonya Schurtz

9/12/2019 3:52 PM EDT

Subject = Calendar of Events

Public Thread

Q: Will there be a prebid meeting for this RFP?

Question added by: Tremayne Terry

8/23/2019 1:45 PM EDT

A: The Commonwealth will not be holding a pre-proposal conference for this RFP.

Answered by: Sonya Schurtz

8/28/2019 4:04 PM EDT

Advocacy Services

LOT 3 – YOUTH DEVELOPMENT CENTERS (YDC) AND YOUTH FORESTRY CAMPS (YFC) Negotiation

Negotiation Point(s):

Under Governor Wolf's "Go-Time" initiative, the Bureau of Procurement is applying commercial best practices throughout its organization. Furthermore, in the spirit of cost savings, we are asking current vendors to consider a price a reduction to current pricing.

In an effort to comply with the goals of the "Go-Time" initiative, we are asking you to consider the following:

1. Agreeing to a voluntary price reduction (the Commonwealth is requesting a 10% reduction); and
2. This voluntary price reduction could apply to any or all line items in your contract.

MHAPA Response:

- MHAPA has agreed to a voluntary price reduction of two percent. MHAPA has not allocated any funds towards implementation. The two percent reduction will be to the personnel line item.
- MHAPA has attached a new cost submittal for review.

LOT 3

YOUTH DEVELOPMENT CENTERS (YDC) AND YOUTH FORESTRY CAMPS (YFC)

TECHNICAL SUBMITTAL

I-1. Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

The Bureau of Juvenile Justice (BJJ) within the Department of Human Services (DHS) provides services to youth at Loysville, North Central, South Mountain and two youth forestry camps. The youth in each of the facilities have rights that are outlined in law and regulation. In order to ensure that all rights are honored and protected, BJJ seeks advocacy services that will be provided by an independent organization that values and has experience advocating for the rights of individuals; is willing to represent the priorities of the individual, and has experience working with the juvenile justice population, at-risk youth, and those youth with behavioral health challenges. In addition, the advocacy services must also focus on a successful return to the community upon completion of the program. Advocacy will ensure that the services and supports at the facilities are culturally competent, accountable, and strength-based. BJJ is seeking a partner that will work with them to ensure rights are protected and services and supports are provided.

I-2. Qualifications.

A. Company Overview. Offerors shall describe and list their experience providing advocacy services to at-risk youth residing in youth facilities. Experience described shall be comparable to the size and scope as that of the Pennsylvania Department of Human Services (DHS) YDC/YFC operation (refer to **Appendix A3 – Youth Development Centers and Youth Forestry Camp Locations** located in the Buyer Attachments section).

Offeror must be an advocacy organization upholding the principles of advocacy. Those principles are defined as, but not limited to the following:

1. Clarity of purpose and ability to be independent in making challenges on at-risk youth's behalf when needed;
2. Protecting the confidentiality of at-risk youth to be served;
3. Utilizing a person-centered approach;
4. Encouraging empowerment;
5. Providing equal opportunity to individuals;
6. Being accountable to at-risk youth and for the advocacy process;
7. Accessibility and awareness of community resources;
8. Supportive of advocates and their mission, and

LOT 3

YOUTH DEVELOPMENT CENTERS (YDC) AND YOUTH FORESTRY CAMPS (YFC)

TECHNICAL SUBMITTAL

9. Safeguarding the rights and safety of at-risk youth.

Offeror shall describe how they will accomplish fulfilling these principles in this Technical Response.

The Mental Health Association in Pennsylvania (MHAPA) is uniquely qualified to provide advocacy services to youth at the state operate juvenile justice facilities. MHAPA has demonstrated the ability and the capacity to successfully meet the advocacy needs of this specific population since 2005. In 2004, MHAPA worked with the Bureau to establish the parameters around the provision of facility advocacy.

MHAPA's mission statement and board approved core values clearly outline our commitment to advocacy, to the protection of individual rights and resiliency of individuals and their families. Our mission statement is as follows: MHAPA, a nonprofit organization that reflects the ethnic and cultural diversity of the Commonwealth, works on behalf to the mental health of its citizens, instilling principles that facilitate recovery and resiliency of individuals and their families through advocacy, education and public policy.

MHAPA values and operationalizes in our work:

- *The recovery and resiliency of individuals and their families through effective methods and services, research, prevention, identification, and diagnosis;*
- *Improved attitudes regarding mental health*
- *A system of services and supports that reflects and respects the cultural and ethnic backgrounds of the people it serves;*
- *Protection of individual and civil rights and the elimination of stigma and discrimination;*
- *Effective mental health advocacy in government bodies and other institutions*

MHAPA will partner with Bureau staff in order to achieve the best outcome for the individual but that partnership will not compromise our ability to challenge institution staff on the youth's behalf when required. Each advocate will understand before taking the position that their most critical function is representing the youth – the advocate either assists the individuals to advocate for themselves or provides a voice for the individual when necessary. The information provided to advocates will clearly outline this critical tenet of their advocacy role. MHAPA will reinforce this commitment with the advocates on a regular basis through individual supervision, monthly conference calls and ongoing training and meetings.

MHAPA will encourage our advocates to get to know the youth – that is not best accomplished by reading medical files. If it becomes necessary to review a file that includes confidential material, our advocates will be required to obtain a signed release from the youth's guardian before accessing any confidential information. MHAPA's policy on confidentiality ensures that all of our employees and our subcontractors are fully aware of the confidentiality of material and information with which they work. All personal data should remain confidential

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at all times. No employee of either MHAPA or its' subcontractor will discuss any confidential information that they become aware of during the course of performing their job unless, of course, it is necessary to perform their job. This duty to preserve confidentiality continues even after an employee leaves the employ of MHAPA or the subcontractor. No one is permitted to remove or make copies of confidential records, reports, or documents without prior approval of the project manager. Failure to adhere to this policy or any breach of confidentiality will result in disciplinary action, up to and including termination. Each MHAPA employee and the subcontractor will be given a copy of this policy and will sign indicating their understanding. The subcontractor will do the same with their employed advocate.

Our advocates will be held accountable. They will document all interactions with youth, family members, facility staff and the actions they took to address the consumer's concerns. This detailed documentation will be part of their monthly reporting – each advocate will submit a monthly report that will be reviewed by MHAPA project manager.

MHAPA has well established relationships at the local level and as a result have accessibility to services and knowledge of what is available.

MHAPA will support all of the advocates whether they are employed directly by us or through the subcontractor. Because the subcontractor is an organization, it has the infrastructure to support the advocate too. MHAPA has established relationships with the subcontractor, facility directors and staff and all are able to contact us whenever they need our assistance or information. In addition, the account manager will conduct monthly advocacy calls to discuss issues and concerns. As needed, MHAPA will provide ongoing training to support the advocates' work.

MHAPA has developed a document that clearly outlines the rights of the individuals with detailed definitions – this document is included in our submission and will be provided to all advocates as well as the subcontractors. The advocates will use the individual rights document as the basis for their reporting.

MHAPA has developed a document that clearly outlines the rights of the youth with detailed definitions – this document is included in our submission and will be provided to all advocates as well as the subcontractor. The advocates will use the individual rights document as the basis for their reporting.

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B. Prior Experience. Offeror shall describe, in this Technical Submittal, a minimum of three (3) years of prior experience(s) providing services to at-risk youth in the non-profit, commercial, or government markets.

Additionally, Offerors must provide three (3) detailed examples of projects that your company has performed that are similar in nature and scope to the services stated in this RFP.

Each example shall include but not limited, to the following:

1. Project Name;
2. Scope and Size of Project;
3. Project Start and End Dates;
4. Company Name;
5. Company Address;
6. Contact Person;
7. Contact Phone Number; and
8. Contact Email Address.

MHAPA has been actively providing services to youth and their families since 2000 when the organization reactivated. MHAPA also identified youth with mental health challenges who have juvenile justice involvement as a priority population for our advocacy because there were very few organizations focused on the rights of that population in 2000. MHAPA staff provides individual and systems advocacy, specifically for youth with behavioral health challenges who frequently are receiving services through government sponsored services. In addition, MHAPA staff provides navigation to you and their families – our behavioral health navigators help individuals to identify and connect to community-based mental health and/or substance abuse services and supports. They respond to questions regarding the publicly funded systems of care and as well as the private insurance system; and they advocate for the youth with providers and counties when required.

MHAPA youth advocates participate in the monitoring of residential treatment facilities (RTF) for youth. The advocates created a survey and spend time with youth receiving services to determine how the youth perceive the facility and whether or not the facility is honoring the rights of the youth.

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BJJ, OCYF Advocacy Services

MHAPA has successfully provided the advocacy services at the state operated juvenile justice facilities since 2005 and we continue to provide those services to the present day. The scope of the project has been consistent since inception; MHAPA advocates have assisted in the closing of the juvenile justice facilities.

Bureau of Juvenile Justice Services, Department of Human Services

Current Contact Person:

John D. Cihak

Health and Welfare Building, 625 Forster Street, Harrisburg, PA; 717-705-2454;

jcichak@pa.gov Office of Mental Health and Substance Abuse Services (OMHSAS)

Current Contact Person:

OMHSAS Advocacy Services

MHAPA has successfully provided the advocacy services at the state operated mental health facilities and the South Mountain Restoration Center since 2004 and we have continued to provide those services to the present day. The scope of the project has been consistent since inception; the size has been reduced because of the successful state hospital closures which MHAPA staff has been involved in to ensure the closures are done properly and that individuals receive services and supports needed in the community. We are very proud of our work to close institutions

Office of Mental Health and Substance Abuse Services (OMHSAS)

Current Contact Person:

Philip Mader, Director, Department of Human Services, Bureau of Community and Hospital Operations, OMHSAS, 303 Walnut Street, 12th Floor Commonwealth Tower, Harrisburg, PA 17101; 717-772-7676; pmader@pa.gov.

Health Insurance Marketplace Navigator Program

MHAPA was part of a consortium that provide marketplace navigation to the community – we assisted individuals to sign up for health insurance through the federal Health Insurance Marketplace and our focus population was individuals with mental illness and their families. We also assisted individuals to enroll in Medicaid if appropriate. In addition, we assisted the individuals with understanding how insurance works and how they could use it to access mental health treatment. Our navigation services began in 2013 and we continued provide assistance through August 2018. It was very successful and we enrolled hundreds of people and spoke to thousands of individuals through presentations and community fairs – all in an effort to increase the rate of insured families in PA. Presentations/information were provided to youth who would be transition to the community as adults.

PA Mental Health Consumers' Association (PMHCA)

Lynn Keltz (provided oversight to the consortium; she recently retired)

4105 Derry Street, Harrisburg, PA 17111

Lkeltz1@verizon.net; 717-329-7911

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- C. Contract Cancellations.** Offeror shall describe and identify, in this Technical Submittal, any contract cancellations and contracts that were not renewed within the last five (5) years preceding the issuance of this RFP. Provide details on the customer's allegations for cancelling or not renewing the contract and the Offeror's position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.
- D. Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in advocacy services. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Offeror shall also provide a complete organizational chart outlining the staffing, functions and reporting relationships for personnel and listing all subsidiaries and any proposed sub-contractor(s).

Key Personnel are defined below:

- 1. Account Manager.** The selected Offeror shall designate a dedicated Account Manager that will serve as a main point of contact to provide for the successful and seamless implementation and ongoing coordination throughout the contract and any subsequent renewals. The Account Manager shall be:
 - a. Available to the Commonwealth Monday through Friday during the normal business hours of 8am to 5pm EST;
 - b. Play an important role in overseeing the selected Offeror's operational team. He/she will be responsible for, but not be limited to, providing high quality of service, interfacing as an issue escalation catalyst, resolving problems and proactively addressing and optimizing recommended qualitative opportunities for DHS;
 - c. Identify and analyze issues and/or opportunities that may arise over the course of this contract; and
 - d. Actively participate in regularly scheduled business review meetings with the Commonwealth to evaluate past performance and address recurring issues.

Offerors shall identify the Account Manager including contact information and confirm their understanding in narrative form of the DHS's needs relating to contract management.

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Our contract for the Marketplace Navigator program was discontinued but MHAPA and PMHCA made a joint decision to not apply for the grant that began in the fall of 2019. Funding was reduced and navigators were asked to promote junk insurance plans. Since our focus population would be negatively impacted by the existence of junk insurance plans, we could no longer justify applying for the funding. Same contact information for Lynn Keltz.

Sue Walther, MHAPA Executive Director, has had responsibility for and has ensured successful implementation of the advocacy services contracts since 2004. The Executive Director is based in our 4105 Derry Street, Harrisburg, PA office and her telephone number is 717-346-0549, extension 2. The Executive Director oversees the operations of the organization and in that role, is responsible for ensuring all contracts are implemented as required. The Executive Director will supervise the account manager and monitor implementation of the contract. Her resume is included in MHAPA's submitted documentation.

MHAPA's fiscal contractor will work on this project. She will be review timesheets and will create an invoice each month for review by the account manager prior to submission to the Commonwealth for payment.

The account manager activities will be shared by Shalawn James, who is currently MHAPA's Program Director and Elaina Ingalls, who is a youth advocate. Both resumes are included as part of the submittal. Elaina will also continue to directly provide advocacy services in the facilities.

Shalawn is physically based in our 4105 Derry Street, Harrisburg, PA office and her phone number is 717-346-0549, extension 2. Shalawn has worked for MHAPA since December 2014. She currently does the account manager role for the juvenile justice facility advocacy services contract and shares the same responsibilities with the Executive Director, Sue Walther for the adult facilities. She directly supervises the MHAPA employed youth advocates, oversees the subcontract, meets regularly with the advocates, attends meetings at the facilities, meets with youth who are receiving services, reviews advocate timesheets, reports, identifies and responds to issues and problems as they arise and provides orientation training to new juvenile justice facility staff. She has proven experience and will continue providing some of the account manager functions, particularly as the primary liaison with BJJ administrative staff.

Elaina is physically based in western PA but travels to her assigned facilities every week; her phone number is 717-346-0549, extension 5. Elaina has worked at MHAPA since July 2011 as a youth advocate and navigator. She also participates in the RTF monitoring project. Shalawn will work closely with Elaina to determine what account manager activities she will undertake, including meeting regularly and supervising advocates, oversight of the reports, and visiting all facilities regularly.

An account manager will be available for both the advocates and the facilities from 8:00 to 5:00 but will also be available to both at other times as needed. They will meet regularly with

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facility directors and BJJ administrative staff, including but not limited to the contract monitor. They will visit facilities where advocates are our direct employees (all but the Youth Forestry Camp 2) and Elaina will visit the Youth Forestry Camp 2 at least two times per year. They will ensure that services are being delivered as required. Each facility director will know that one of them is available to meet when there are any issues with service delivery. The account manager will also identify training and technical assistance needs and MHAPA will ensure that the advocates receive what is needed.

Advocates will be located in the assigned facilities the majority of the time. They are able to complete reports remotely as each has access to either a laptop or a PC outside of the facility.

- 2. Advocate.** Advocacy candidates shall possess a bachelor's degree behavioral or human services field; and demonstrate at least three (3) years of professional experience in a human service field with at least one (1) year of this experience working in the field of at-risk youth.

Offerors shall identify the Advocates including contact information and confirm their understanding in narrative form of the DHS's needs relating to advocacy services.

Advocates will have a bachelor's degree but MHAPA recommends flexibility regarding the number of years of work experience. MHAPA will provide advocate contact information to DHS and advocates will be given a written summary of the position requirements and will sign a statement that they have received and understand the needs of the Department relating to advocacy. In addition to the resumes of Shalawn and Elaina, the resume of Bill Buck, will provide advocacy services at YFC#2, is also included with the submittal materials.

- 3. Key Personnel Vacancies:** The selected Offeror must fill any key position vacancies within thirty days of when the position was vacated. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The Commonwealth has final approval on all appointed or hired personnel. Offeror shall describe how they will comply with this requirement.

MHAPA will identify staff to become the acting account manager when that position becomes vacant and that individual will fulfill all of the required duties. The account manager position will be filled within the 30-day requirement and MHAPA will obtain final approval from the Commonwealth.

When there is an advocate position vacancy, MHAPA will ensure that the contract manager and other youth advocates are available to respond and provide services in an acting capacity. The contract manager or other advocate will visit the facility and meet with youth and staff as needed. MHAPA will have a brochure that offers our toll-free

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number, which will be provided to all youth who are at the facilities and they will be encouraged to call if either the advocate is not available or they are not satisfied with the advocate's efforts. The account manager will respond to those contacts.

MHAPA and its subcontractor will fill the advocate positions as quickly as possible by advertising the open positions, setting up interviews, checking references and obtaining clearances as required. In addition, the facility directors will be included in the hiring process; qualified candidates will be interviewed jointly by the project manager or the subcontractor and the facility director. MHAPA has instituted this policy under our current contract with success.

- 4. Removal of Personnel:** The Commonwealth retains the right to order the removal of any selected Offeror personnel from this project, or from performing any service under this contract. Offeror shall agree to this responsibility.

MHAPA agrees to the Commonwealth retaining the right to order the removal of any personnel or from performing services under this contract

- E. Subcontractors:** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

The Advocacy Alliance currently provides advocacy via one advocate at Youth Forestry Camp 2 and will continue to provide the same if MHAPA is the selected vendor The Advocacy Alliance has been selected because of their extensive youth advocacy experience, their developed relationship with staff at YFC #2 and their geographic location.

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MHAPA will outline all of the contract requirements in a letter of agreement with the subcontractor which will detail the advocate's responsibilities to include:

- *regular contact with youth who receive services in the facilities, staff, family members and other appropriate individuals*
- *complaint resolution*
- *assist with family engagement*
- *facilitation of the individual's discharge/transition to the community*
- *completion of statistical forms and activity logs*
- *report incidents of alleged or suspected abuse, neglect in treatment and care, or physical injury to Childline*
- *monthly advocate conference calls participation*
- *participation in training programs as required*

The Advocacy Alliance will be responsible for hiring, supervising and terminating the advocate providing services at Youth Forestry Camp 2. The subcontractor will ensure that the advocate is fulfilling the advocacy services requirements. MHAPA will oversee the subcontract and the contract manager will conduct monthly conference calls with all youth advocates. The YFC#2 youth advocate will be able to contact the contract manager for assistance when needed. The contract manager will be available to the YFC 2 director and will visit YFC 2 at least two times per year. In addition, MHAPA maintains the following responsibilities:

- *Ensure consistency throughout the program*
- *Maintain a reporting system that provides the required data*
- *Review monthly reports and timesheets*
- *Plan/conduct training/educational sessions for advocates*
- *Liaison between advocates/subcontractor and BJJ*
- *Identification of systemic advocacy issues and development of advocacy plans*
- *Submission of timesheets and invoices as required*
- *Submission of monthly reports to the appropriate state office*
- *Submission of quarterly monthly contract usage reports to Department of General Services as required.*

MHAPA SUBCONTRACTOR:

1. The Advocacy Alliance

Alex J. Hazzouri, President and CEO; ajh@theadvocacyalliance.org

Jen Duggan, Director of Advocacy; jd@theadvocacyalliance.org

846 Jefferson Avenue, P.O. Box 1368, Scranton, PA 18501

The Alliance is a not for profit organization founded as a Mental Health Association in 1955. It has grown significantly and expanded its reach to 45 counties in Pennsylvania and New Jersey. Its mission is to promote mental well-being, and support recovery for adults who have

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emotional/behavioral disorders. The services provided by the Advocacy Alliance include adult, child and family mental health advocacy, support groups, Consumer/Family Satisfaction Teams, consumer financial management, peer-to-peer services, community education, and coordination of the Northeast Regional Community Support Program.

I-3. Requirements. Offerors shall meet all requirements in order to be responsive to this RFP. The selected Offeror shall adhere to and remain consistent with all Commonwealth policies and procedures specifically related to DHS.

A. General

- 1. Contract Compliance.** The selected Offeror must work cooperatively with the designated YDC/YFC representatives to achieve, demonstrate and maintain compliance with the contract.
- 2. Health Insurance Portability and Accountability Act (HIPAA) and Regulations.** The selected Offeror will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by [HIPAA](#).
- 3. Business Associates Agreement.** The Selected Offeror must comply with the Business Associates Agreement contained in the Additional Terms and Conditions of this RFP (refer to **Appendix B3 – Business Associates Agreement** located in the Buyer Attachments section).
- 4. Clearances.** The selected Offeror shall obtain and maintain up to date clearances throughout the term and all subsequent renewals of the Contract. The selected Offeror shall provide all clearances prior to an individual providing services under the Contract or having access to Commonwealth facilities. In addition to complying with the Background Checks Provision in the Standard Terms and Conditions, the selected Offeror shall provide the following:
 - a. **Child Abuse Clearance.** The selected Offeror shall, at its expense, provide child abuse clearances - www.compass.state.pa.us/cwis/public/home, per individual, to YDC/YFC; and
 - b. **Federal Bureau of Investigation (FBI) Clearance.** The selected Offeror shall, at its expense, provide a criminal record history report - www.identogo.com/, per individual, to YDC/YFC.
- 5. Commonwealth Training.** The selected Offeror and its subcontractors providing advocacy services shall participate in Commonwealth conducted trainings (including on-

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line trainings and webinars) provided by YDC/YFC. **This does not include any training conducted by the Office of Administration (OA).**

- 6. Mandated Reporter.** The selected Offeror shall immediately report to the YDC/YFC Facility Director or designee (refer to **Appendix C3 – Youth Development Centers and Youth Camp Facility Directors Contact Information** located in the Buyer Attachments section), any incident involving alleged or suspected abuse of individuals' rights, neglect in treatment and care, physical injury of individuals or any other issues of concern.
- 7. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.
 - a. Describe how you anticipate such a crisis will impact your operations.
 - b. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - i. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
 - ii. Identified essential business functions and key employees (within your organization) necessary to carry them out;
 - iii. Contingency plans for:
 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - iv. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
 - v. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

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MHAPA will work with DHS representatives to ensure compliance. MHAPA and its subcontractor will comply with the HIPAA Act and Regulations, and the Business Associates Agreement. We will provide all of the required clearances for each advocate and our advocates will participate in all required Commonwealth training.

MHAPA understands that each advocate is a mandated reporter and will ensure that incidents of alleged or suspected abuse, neglect or exploitation are immediately reported to the State Hospital CEO.

Each advocate will follow the facility's emergency preparedness plan. MHAPA will work with the YDCs and YFCs to understand the emergency preparedness plan of the facilities and to determine how the advocate fits into that plan and what is required for the advocate to follow when plan is initiated due to an emergency. For example, a few years ago there was flooding at Wernersville State Hospital (WeSH) and all of the individuals were moved to Norristown State Hospital (NSH) for a weekend. MHAPA advocates accompanied the individuals and were available to provide services at NSH. We also asked our NSH advocates to work additional hours until the individuals returned to WeSH. MHAPA responded to the needs of the facility during an emergency and we will do the same for the YDCs and YFCs.

MHAPA's business functions – financial and required reporting – are backed up off site so we are able to access both from any location. For financial functions, either our financial contractor or Executive Director will be able to conduct financial inter during an emergency from any location. The advocates, their direct supervisor and the account manager will be able to access and complete needed reports from any location.

MHAPA does not have a pandemic preparedness plan. However, if employees are not able to go to the facilities because of contagion control measures, individuals can reach us for help using our toll-free number which will be provided to youth and their families and is available at each facility. All voice mail messages are forwarded to staff via email and will be accessible off site. Advocates, supervisor, and account manager will be responsible for reaching out to the facility to determine if there are any complaints, concerns that need the advocate's attention and if they are unable to go to the facility, they can respond via telephone.

In addition, MHAPA will require all advocates to obtain a flu shot; advocates will not come to work if they are contagious. MHAPA commits to working with the facilities to ensure that MHAPA, the subcontractor and advocates will be knowledgeable about and follow the facility's emergency preparedness plan. MHAPA and the subcontractors will ensure advocate participation in testing of each facility's emergency preparedness plan.

B. Specific. The selected Offeror will be responsible for the following:

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1. **Policy and Compliance.** Advocates shall possess knowledge of Federal and Commonwealth policies, regulations, service systems and laws that affect youth residing in youth facilities, including, but not limited to, the Prison Rape Elimination Act and its regulations, Mental Health/Intellectual Disability (“MH/ID”) Act of 1966, American Disabilities Act, Section 504 of the Rehabilitation Act, 55 PA Code 3800, and other laws, regulations, and policies benefiting and applying to at-risk youth residing in youth facilities.

Selected Offeror must comply with all applicable policies and procedures of YDC/YFC. This includes subsequent revisions, as well as any rules, regulations, and manuals provided by YDC/YFC. The selected Offeror shall address all non-compliance issues and service deficiencies, in writing, to each affected Youth Development Centers and Youth Forestry Camps contact person (refer to **Appendix C3 – Youth Development Centers and Youth Forestry Camps Facility Director Contact Listing** located in the Buyer Attachments section), to include a proposed solution, within forty-eight (48) hours of selected Offeror’s receipt of notification of non-compliance or deficiency with the approved resolution in place within five (5) business days or such longer time as approved by DHS.

2. **Juvenile Justice Academy.** YDC/YFC Advocates must attend the Juvenile Justice Academy for two (2) weeks, as scheduled by Program Office. Advocates will demonstrate their knowledge about the juvenile justice system, and other laws, regulations and policies benefiting and applying for delinquent youths.
3. **Authorization Release.** The selected Offeror shall obtain a release of information for each individual to whom advocacy services will be provided (refer to **Appendix D3 – Consent to Obtain/Release Confidential Information Form** located in the Buyer Attachments section). The release of information will indicate who the advocate is able to speak to on behalf of the individual (i.e. individual’s family members, friends, neighbors, treatment teams, etc.).

I-4. Tasks. Describe in narrative form your technical plan for accomplishing the work described in this RFP using the task descriptions below as your reference points.

A. Implementation. The Offeror must include, in this Technical Submittal, a detailed implementation plan. In their response, Offeror shall describe how they plan on accomplishing the following:

1. Developing and executing a thirty day implementation and ramp up period;
2. Coordinating and working with YDC/YFC and current Contractor to ensure that transfer of records occur in such a manner to successfully carry out the requirements of this RFP in an effective and timely manner;

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3. Advocates will shadow a designee at the facilities they are assigned to, prior to working independently.

We hold the current contract so MHAPA's implementation plan will be to review the requirements to ensure that our staff and the subcontractors understand all requirements. MHAPA will write contracts for each of the subcontractors to ensure compliance with all of the requirements which will be completed we MHAPA is the selected vendor.

To implement any new requirements that will be included in the subcontract, MHAPA will conduct a technical assistance meeting with the subcontractor to ensure readiness to implement immediately. There should be no delay.

B. Advocacy Staffing. Offeror shall describe and provide a staffing plan and an organizational chart, in this Technical Submittal, depicting the following needs:

1. YDC/YFC may conduct a personal interview (telephonic or face to face) with the selected Offeror's proposed candidate, prior to assignment of the Advocate. Scheduling will be at the convenience of YDC/YFC and coordinated with the selected Offeror, as necessary. Prior to the assignment of Advocates under this contract, YDC/YFC may determine the appropriateness, adequacy, applicability of an Advocate's qualifications. If after interviewing the proposed candidate, YDC/YFC determines the candidate is does not meet qualifications the selected Offeror shall propose a new candidate within ten (10) business days.
2. The selected Offeror shall make services available at a minimum of five (5) days per week, with flexible scheduling from 8am to 8pm weekdays and 8am to 4pm on weekends or holidays, if necessary; and
3. One (1) full-time advocate per youth facility is required. The selected Offeror may use multiple part-time advocates whose time equates to the required full-time service hours required for this RFP (refer to **Appendix A3 – Youth Development Centers and Youth Forestry Camp Locations** located in the Buyer Attachments section). YDC/YFC may increase or decrease work schedules and hours based upon operational need;

To provide the advocacy required in these facilities, MHAPA will directly employ and supervise three advocate who provide services at all but one of the listed facilities and we will subcontract with the Advocacy Alliance for a part-time advocate to provide the required services at Youth Forestry Camp (YFC) #2. In addition, the contract management responsibilities will be shared by the one of our advocates and the MHAPA Program Director. One of MHAPA employed advocates will be identified to provide services at the Youth Forestry Camp #3; three advocates will share advocacy

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responsibilities for the remaining facilities. By sharing responsibilities, we will ensure coverage if one advocate is sick or on vacation and it will provide options different perspectives for both the youth and the facilities. An organizational chart is included in this submission.

MHAPA initiated a policy that includes the facility director in our interview process prior to hiring advocates. We will require our subcontractor to do the same. We will provide resumes and references as required. We will not make a final selection prior to the interview that includes the facility director or selected staff. If there is an objection, MHAPA or our subcontractor will do their best to propose a new candidate in as short a time as possible.

MHAPA will provide the hours of required advocacy services. MHAPA's directly employed advocates share the job responsibilities at the facilities ensuring the required hours of service are provided. The directly employed advocates will also fill in for the subcontractor's advocate when needed.

C. Advocacy Services.

1. Responsibilities. Offeror shall describe in this Technical Submittal how they will accomplish the following:

a. Introduction. The selected Offeror shall be responsible for the following:

1. **Referrals.** The selected Offeror must accept all referrals deemed appropriate for services by DHS. The selected Offeror must accommodate individuals from a diverse population;
2. **Consent.** Ensure that each individual and/or guardian signs the necessary forms for adequate release of information which gives consent for Advocacy services and will provide such information at the request of DHS;
3. **Chart.** Ensure a file is maintained for each individual that documents all services provided. The file, at minimum, must include the following information:
 - a. Attendance at meetings;
 - b. Assessments; progress;
 - c. Reasons for referral;
 - d. Follow-up phone calls and contacts results; and

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- e. Reviewing of individual's medical record.

MHAPA will ensure that every youth who is admitted to the juvenile justice facilities meets the advocate and understands the advocate's role. We will provide advocacy services for every youth, who is in the facilities – we will accept all referrals whether from DHS, the family or a self-referral. MHAPA understands the diversity of the population and will ensure that our advocates have the training and knowledge to provide culturally competent advocacy services

MHAPA will provide the details of a policy to all advocates and the subcontractor that outlines the consent requirement. We will ensure that releases of information are completed for each youth.

MHAPA has a reporting system in place and we will meet with BJJ staff to ensure the current reporting system includes the outlined information for each youth we service

- b. Participation.** The selected Offeror shall be responsible for the following:

1. Assist with identifying and working with representatives in community programs and support groups. Advocates will collaborate with State and County aftercare providers to find and recommend available resources for youth during or after their length of stay.
 - a. Actively monitoring all aspects of planning for the person's return to the community. Advocates will review peer-to-peer, family and clinical assessments and participate in individual or youth planning meetings held at their home/facilities. They will support the individual and advocate for the supports and conditions that the individual has identified as necessary for their future success in the community; and
 - b. Identifying and working with Advocates in community programs and support groups.
2. The advocate will participate in Executive Team meetings as determined appropriate by YDC/YFC management. The advocate may serve as a member of Student Council, Food and Nutrition Committee, Community/Cottage meetings or any committee or group at the request of YDC/YFC management;

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3. Advocate will develop and maintain open communication practices by reporting out to the facility Director or designee at the conclusion of each visit to a program;
 4. Facilitating the individual's movement into the community; and
 5. Advocates will assist with family engagement efforts as deemed appropriate. This may include participating in the collection of data for Performance-based Standards (PBS) family surveys after a youth is released.
- c. **Education and Training.** The selected Offeror shall be responsible for the following:
1. **Training Programs.** The selected Offeror will provide training on reporting abuse and neglect for individuals/individuals/youths. Advocate will conduct minimally two (2) training programs for each facility to inform and educate individuals receiving services, their families, legal guardians and employees regarding the following:
 - a. **Individual Rights.** Conducting training programs on individual rights to inform and educate individuals, their families and employees to assist them to understand individuals' rights, how they are to obtain them under applicable state and federal laws, regulations and procedures, and how to file complaints alleging rights' violations;
 - b. **Abuse and Neglect.** The Advocate will conduct abuse trainings for individuals, families and legal guardians. The trainings shall include abuse recognition and reporting. These meetings should take place at least once per quarter; and
 - c. **Victim Assistance.** The selected Offeror will also provide victims assistance services in conjunction with the local or statewide victim assistance agencies. This includes but is not limited to educating individuals on the Prison Rape Elimination Act (PREA), as deemed appropriate by YDC/YFC. Advocates may also be asked to assist with the follow-up process for any residents who report abuse
 - d. **Reporting.** A record of all trainings and/or events shall be provided to DHS on quarterly basis. Information in this record shall include the following: title, date, and location of the training, number of attendees; and Training Evaluation Surveys.

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2. **Self-Advocacy.** Organizing and leading a self-advocacy group at each assigned Center;
3. **Technical Assistance.** Provide technical assistance and guidance to YDC/YFC staff and administration on individual rights.

MHAPA has developed relationships at the community level throughout the Commonwealth. We are committed to the successful transition of at-risk youth to their communities and will identify resources, make the needed connections and follow-up. We will use the knowledge developed regarding community resources to assist in the discharge planning for each youth. We will continue to expand our knowledge regarding community resources and we will work with all involved to ensure that the services needed are available at the local level. We will participate in the required planning to achieve a successful return to the community. Advocate will serve as a conduit between the youth and the community services when needed. The advocate will work with families as requested and determined appropriate and MHAPA will respond to family concerns.

Under the current contract, MHAPA advocates have developed and deliver the required training program to include individual rights, abuse and neglect, and victim assistance. If selected the contract manager will meet with BJJ to determine that our trainings are meeting the needs as outlined in the contract and we will adjust if necessary. The youth advocate will schedule and provide the required number of trainings at each of the facilities. MHAPA's training reporting will include the training title, number of attendees and training evaluations from each participant.

MHAPA will lead self-advocacy efforts at each of the assigned facilities and our advocates and contract manager will offer technical assistance and guidance to staff regarding rights, which also include information regarding how best to protect and respect the rights of the individual.

- e. **Monitoring.** The selected Offeror shall be responsible for the following:
 1. Monitoring services provided by the facility to assure at-risk youth needs are met;
 2. At-risk youth re-entry to the community and available resources;
 3. Providing recommendations to improve required services of existing advocacy services;

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4. Reporting of involving alleged or suspected abuse of individuals' rights, neglect in treatment and care, physical injury of individual or any other issue of concern; and
5. Inform individual of outcome of allegations and of right to appeal to YDC/YFC Facility Director (refer to **Appendix C3 – Youth Development Centers and Camp Facility Directors Contact Information** located in the Buyer Attachments section).

Youth rights include the right to receive services and supports that will assist the youth to move successfully through the program. The advocates will review and monitor the provided services to ensure that the services are individualized to meet the youth's needs. We will provide recommendations and technical assistance to ensure that the services meet the need.

MHAPA will communicate and collaborate with the facilities BJJ administration to review the existing advocacy services and to identify ways to improve and implement a plan of action as required.

The advocates are mandated reporters and they are required to report or ensure that the facility reports all alleged or suspected neglect, physical, emotional, or sexual abuse to the appropriate authorities. All of our advocates have experience contacting Childline as required. The advocates will also report to the facility any concerns or issues that need a resolution and if we do not achieve a satisfactory result at the facility level, the contract manager will contact BJJ administrative staff to discuss and resolve.

The advocates will be involved in the complaint process and ensure that each youth who files a complaint understands their right to appeal if dissatisfied with the resolution. Our advocates and the contract manager will offer technical assistance to staff regarding conflict resolution

- f. **Complaints.** The selected Offeror shall be responsible for the following:
 1. **Consent.** Ensure that each at-risk youth and/or guardian signs the necessary forms for adequate release of information which gives consent for Advocacy services and will provide such information at the request of DHS;
 2. **Interviews.** Interview at-risk youth wishing to file a complaint; define and clarify issues, making determinations as to if allegations deal with rights' violation and assist individuals in writing complaints;

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3. **Interaction and Engagement.** Track concerns to be addressed by at-risk youth and what steps will be taken to resolve the problem;
4. **Complaints.** Maintain a system for at-risk youth's complaints about alleged violation of rights; and
5. **Investigations.** Investigate complaints made by at-risk youth and others to determine complaint validity and scope.

Each facility has developed a release of information for the advocates which is signed by the youth at intake and is sent to the parent/guardian as required. MHAPA will ensure that the current process is the one that the Department wants to utilize going forward.

One of the primary responsibilities of the advocate is identifying and assisting youth with the facility approved complaint process. It is critical for advocates to develop relationships with the youth by doing outreach – going into the units, eating with the youth and being available so that the youth will begin to trust and therefore approach an advocate with a complaint. Our advocates will understand that no complaint is too unimportant for an advocate's involvement. We will assist the youth in making the complaint and we will track the complaints as well as the resolution. Our advocates will assist in the development of the resolution as needed.

The advocates will determine complaint scope and will work with facility staff and if necessary outside resources to determine validity and develop an acceptable resolution.

I-5. Reports. The selected Offeror shall make the following reports shall available on or before the 15th of every month containing the previous months information detail described in this Section I-5 Reports. The reports can be on one (1) Microsoft Office Excel format. The report(s) shall have the following information:

A. Monthly Reporting.

1. **Advocate Information.** The reports may contain, but are not limited to the following:
 - a. Individual name;
 - b. Date of the referral(s);
 - c. New referrals received by referral source;

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- d. Method of incoming referral;
- e. Referral source (i.e. individual, family member, anonymous);
- f. Contact information of the referral source including but not limited to name and phone number;
- g. Date release of information is obtained;
- h. Reason for referral/need for advocacy;
- i. Monthly total number of hours per advocate;
- j. Summary of the advocate's services provided;
- k. Outcome of advocate's services provided;
- l. Date of resolution and date when referral is closed;
- m. Date the individual/youth is provided the satisfaction survey;
- n. Statistical information and trends;
- o. Individual's area of residence; and
- p. Closed referrals.

B. Quarterly Reports. A record of all quarterly reports including:

- 1. Contract number;
- 2. PO numbers;
- 3. Number of Advocates by location;
- 4. Problems or issues arising from the contract; and
- 5. Any other pertinent information in relation to the contract.

MHAPA has a reporting form that includes the above information and the contract manager will work with BJJ to ensure that the reporting form is meeting the need.

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However, MHAPA has serious concerns regarding the inclusion of the individual youth's name on reports submitted to the state offices. Because we are mandated reporters, we will always notify the facility director and BJJ administrative staff regarding abuse, neglect, exploitation and serious safety issues that puts the individual, staff or other youth at risk and those reports would include names of the individuals; we will also identify the youth when we are given permission in order to resolve a problem – but that is at the facility level. The individual has a right to ask for assistance with an expectation of confidentiality and MHAPA cannot identify a valid reason for including names on monthly activity reports submitted to the state offices – it could create distrust and undermine our ability to successfully advocate for individuals.

MHAPA will provide the necessary quarterly reports

I-6. Quality Control. Offeror shall provide a detailed quality plan in this Technical Response. Additionally, the Offeror shall include in their response how they conduct the following services:

- A. Satisfaction Surveys.** The selected Offeror will be responsible for completing an annual satisfaction survey. The survey form will be agreed upon by the YDC/YFC and the selected Offeror.
- B. Performance Assessments.** The Commonwealth will assess agency satisfaction with the selected Offeror's quality of service and performance. If any service deficiencies are identified, the selected Offeror, DHS, and Department of General Services ("DGS") representatives will determine a plan of action to improve the level of service.
- C. Conference Calls.** Upon request, the selected Offeror shall provide quarterly updates via a conference call to the YDC/YFC designees. In addition, the Advocate will inform appropriate Facility Directors of any systemic or high-profile issues requiring immediate attention on an as needed basis.

Satisfaction surveys should be conducted by someone other than MHAPA so that individuals feel free to be honest. MHAPA will work with BJJ/DHS to develop a survey form and to determine how best to implement. MHAPA and its subcontractors will be responsive in developing a plan of action to any deficiencies identified by DHS and DGS and will be available to provide information via conference calls or in-person as needed.

I-7. Invoicing. Provide a single, monthly invoice for monthly services provided based on the contract. A copy of the invoice, plus invoice backup must be provided to DHS. Invoice backup should be in the form of an itemized spreadsheet detailing below fields.

- A. Contract Number;
- B. SRM Vendor Number;

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- C. Vendor Physical Address;
- D. Program Office name/location;
- E. Employee/Individual Name;
- F. Signature of Advocate;
- G. Date of Service;
- H. Time In/Out;
- I. Remarks (i.e. Reason for Absence, Tardiness);
- J. Supervisor Signature;
- K. Itemized Cost; and
- L. Total Cost.

Offeror shall provide a sample invoice with this Technical Submittal.

We have included a sample invoice that includes all of the listed fields.

I-8. Contract Turnover. All data and information acquired by the selected Offeror shall remain the property of the Commonwealth. Upon expiration or termination of the contract, the selected Offeror shall be responsible to provide a smooth and timely turnover of its services to the Commonwealth and its successor Contractor. Any data files inherent to the continuation of services shall be returned to the Commonwealth or successor Contractor in its entirety upon completion of the Contract. These data files shall be in a format as to be accessible and usable by the Commonwealth or successor Contractor. The selected Offeror shall pay all costs related to transfer of data.

The Offeror shall describe its Turnover Plan, which addresses the tasks outlined above. The final Turnover Plans shall be subject to the review and written approval of the Commonwealth.

MHAPA will submit all of the informational reports every month so the Commonwealth will already be in possession of files and information. MHAPA will work with the Commonwealth and successor contractor to ensure a smooth transition.

I-9. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result

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in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

MHAPA has serious concerns regarding the inclusion of the individual youth's name on reports submitted to the state offices. Because we are mandated reporters, we will always notify the facility director and BJJ administrative staff regarding abuse, neglect, exploitation and serious safety issues that puts the individual, staff or other youth at risk and those reports would include names of the individuals; we will also identify the youth when we are given permission in order to resolve a problem – but that is at the facility level. The individual has a right to ask for assistance with an expectation of confidentiality – implementing this requirement would create distrust and undermine our ability to successfully advocate for individual youth.

I-10.Additional Contract Terms

This Addendum is intended to supplement the Standard Terms and Conditions (refer to **Appendix E3 – Applicable Laws and Terms and Appendix F3- Audit D Clause** located in the Buyer Attachments section).). To the extent any of the terms contained herein conflict with terms contained in the Standard Contract Terms and Conditions, the terms in the Standard Contract Terms and Conditions shall take precedence.

MHAPA understands that the terms outline in the Standard Contract Terms and Conditions take precedence.

William Michael Buck

412 Foote St – Dunmore, PA 18512 – (570) 344-5003

E-mail: buckee6@verizon.net

CAREER

OBJECTIVE: To obtain a position in an environment that provides assistance to those in need of emotional, physical or behavioral support.

EDUCATION:

The University of Scranton, Scranton, PA
B.S. Degree in Liberal Studies, May 2005
Concentration: Human Services
Cumulative Grade Point Average 3.47

Associate Degree in Business Administration
Lackawanna Junior College, May 1989
Cumulative Grade Point Average: 3.0

HONORS:

Dean's List: Fall 2001, Fall 2000, Fall 1999
Recipient of Team Volunteer Award, Prudential Investments, Fall 2001
Recipient of Certificate of Appreciation, Big Brothers Big Sisters, Fall 2001

RELEVANT

COURSEWORK:

Human Services Systems	Case Management & Interviewing
Childhood & Adolescence	Drug & Alcohol Counseling
Intro. to Sociology	Child Welfare
Intro. to Human Adjustment	Marital & Family Counseling
Substance - Abuse Education	Intro. to Gerontology

EMPLOYMENT:

The Advocacy Alliance, Scranton, PA

July, 2007
Present

Adult Mental Health Advocate

Helping to ensure that individuals who are receiving treatment in state psychiatric hospitals understand their rights, ensure that their rights are respected, and that each individual is receiving the services that they are entitled to receive and that the services are helpful. Provide individuals with Recovery tools and Promote the concept of Recovery.

Youth Advocate

Provide assistance to youth who are receiving services in a state run Youth Development Center. Ensure that each youth is treated with dignity and respect and that their rights are respected. Assisting youth in resolving concerns, promoting self advocacy, ensuring that each youth is receiving the services that they are entitled to receive, ensuring that the youth's voice is heard and considered, and providing referrals to community services.

August 2002
July 2007

Community Services Specialist

Effectively managed the daily operations of the Mental Health Drop-In Center. Developed process for statistical reporting to the County Mental Health/Mental Retardation Program Administrator. Coordinated recreational activities for clients, provided clients with referrals to necessary services, ensured a safe and supportive environment, promoted the center through presentations to other agencies, and managed the center's daily operations.

Prudential Investments, Moosic, PA

1992 to
January 2002

Benefit Services Representative
Payment Inquiry Services

Efficiently performed monthly audits ensuring the accuracy and integrity of company records. Managed computer database used for gathering and retrieving client data. Consistently identified potential overpayments. Successful at reducing the number of cases through improving computer processes. Tasks included verifying payment status, client contact and collection of monies.

1990-1992

Benefit Service Technician

Benefit Accounting Services / Pension Claims

Processed the daily expenditures of the managers' account. Accountable for proofing a daily ledger account and the monthly check writing procedures. Calculated and interpreted Pension Plans, and provided clients with Retirement plan information and options.

1989-1990

File Service Center Clerk
File Service Center

OTHER

EMPLOYMENT:

Lourdesmont Shelter, Clarks Summit, PA
Night Aide

1996-1997

Dunmore Beverage Center, Dunmore, PA
Sales Clerk

1993-1995

Elaina Ingalls

3047 South Park Road
Bethel Park, PA 15102

(412) 400-7182
emi2@pitt.edu

Education

Bachelor of Arts

Criminal Justice with a Psychology Minor
University of Pittsburgh at Bradford
GPA: 3.33 on a 4.0 scale
Major GPA: 3.64

August 2003 – April 2007

Criminal Justice Experience

External Youth Advocate

Mental Health Association of Pennsylvania Harrisburg, PA

- Provided assistance and support to youth placed in New Castle Youth Development Center and Cresson Secure Treatment Unit
- Ensured that the youth's fundamental rights were protected while in the facilities
- Assisted youth and their families with questions, concerns, and complaints regarding the facilities and services
- Helped youth in resolving issues, and filing grievances
- Worked with treatment team to facilitate the youth's return to the community

February 2011– Present

Therapeutic Staff Support

Southwestern Human Services Pittsburgh, PA

- Enacted behavioral plan
- Modeled and taught behavioral plan for families

December 2007 – Present

Internship/Field Experience with Children and Youth Services McKean County – Intake Department

17155 Route 6, Smethport, PA

- Assigned own case-load
- Conducted home visits and safety assessments with clients
- Completed Case Risk Assessments
- Observed Forensic Interviews and Interrogations
- Communicated effectively with clients, service providers, and staff
- Worked On Call shifts with other staff

September 2006 – April 2007

Internship with Bradford Recovery Systems

116 Interstate Parkway, Bradford, PA

- Worked primarily in the Intensive Outpatient Program for Drug and Alcohol and the Partial Program for Mental Illness.
- Observed daily occurrences on the General Psychiatric Unit and the Mental Illness Chemical Addiction (M.I.C.A.) Unit
- Observed social behaviors and learning styles of patients
- Observed teaching styles of counselors
- Ran and created Group Programs in the Partial and Intensive Outpatient Programs
- Established positive rapport with patients and tracked their progress

January 2006 – May 2006

Other Work Experience

Membership Services Representative – Management

Head Lifeguard

Receptionist

Bally Total Fitness Pittsburgh, PA

- Human Resources Personnel
- Customer Service
- Daily Reports / Handling large amounts of money
- Scheduling
- Opening and Closing Procedures
- Transferring Phone Calls
- Problem Solving

February 2008 – February 2011

February 2008 – February 2011

July 2007 – December 2012

1. **Behavioral Health Issues**

- a. Individualized Service/Treatment Plan — Every individual has the right to an individualized service/treatment plan. Individual specialized plans will specifically address the concerns appropriate to his/her needs, setting forth the objectives, goals, activities, experiences and therapies. The initial plan shall be developed within 30 days of admission. It shall be revised whenever necessary and reviewed at least every six months.
- b. Individual / Family Participation — Every individual has the right to participate in the development of his or her plan. The ISP shall be developed by the individual, the individual's parents and, if applicable, the individual's guardian or custodian. The plan shall be written in terms understandable by lay persons and shall be explained to the person. A copy of the treatment plan shall be made available for the individual's review.
- c. Cultural Competency – Every individual has the right to an environment that is welcoming, safe, free of discrimination, and is supportive of all cultures, races, ethnic groups, religious affiliations, sexual orientations, and persons with disabilities.

2. **Education**

- a. Individualized Education Plan
- b. Chapter 15 Plan
- c. Curriculum

3. **Grievance**

The individual and the individual's family has the right to file a grievance with the facility for an alleged violation of specific or civil rights without fear of retaliation.

4. **Fairness, Dignity and Respect**

The advocate will preserve the individual's right to be treated with fairness, dignity and respect while in the facility.

5. **Abuse**

The allegation or actual occurrence of the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation. The advocate reports abuse from the perspective of the victim or the witness.

- a. Physical – Any act or omission, by staff or other person(s) which may cause physical injury to an individual including, but not limited to striking, kicking, applying noxious or potentially harmful substances or conditions to an individual or where it is reasonable to believe that pain, harm or injury would result.
- b. Psychological Abuse – An act, other than verbal, which may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an individual.
- c. Verbal abuse
A verbalization that inflicts or may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an individual.
- d. Sexual abuse. An act or attempted acts such as rape, incest, sexual molestation, sexual exploitation or sexual harassment and inappropriate or unwanted touching of an individual by another. Any sexual contact between a staff person and an individual receiving services is abuse
- e. Neglect – Any act or omission which falls below reasonable and recognized standards of care.
- f. Exploitation – is the unjust or improper use by staff of a person for the benefit or advantage of another

6. Admission

The individual has the right to due process which includes a hearing with legal assistance prior to their admission or their continuation of placement in the facility.

7. Discharge

The discharge plan should support the criteria identified in the service/treatment plan

- a. Participation – The individual has the right to participate in, and have assistance in the discharge process
- b. Criteria – The individual shall have discharge criteria identified in his/her treatment plan.
- c. Process – The individual shall experience continuity of care between the facility and the community and between the community and the facility.

8. Civil Rights

Every person who receives services at the Youth Development Center / Youth Forestry Camp has civil rights which include but are not limited to the following:

- a. Access rights with regard to public accommodation contained in Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act.
- b. Discrimination – No person shall be discriminated against with regard to sex, race, age, mental/physical disabilities, marital status, religion, national origin or sexual orientation and gender identity and expression.
- c. Protection from Unreasonable Search and Seizure
- d. Labor and Compensation – the right to receive fair compensation in accordance with existing federal wage and hour regulations unless such work is related to housekeeping, maintenance of the facility or grounds, personal hygienic needs or the work is part of an approved vocational, training or restitution program.
- e. Religion
 - the right to practice his/her religious, spiritual and/or ethical beliefs
 - the right to abstain from religious practice.
- f. Criminal Charges –
 - the right to due process including legal representation and disposition of criminal charges.

9. Communication and Visits

- a. The right to visit with family once every two weeks, at a time and location convenient for the family, the individual and the facility, unless visits are restricted by court order. This right does not restrict more frequent family visits. An individual's visit with family may not be used as a reward or sanction.
- b. The right to communicate and visit privately with his/her attorney.
- c. The right to communicate and visit privately with his/her advocate
- d. The right to communicate and visit privately with his/her clergy.
- e. The right to communicate with others by telephone subject to agency policy or written instructions from the contracting agency or court, if applicable, regarding circumstances, frequency, time, payment and privacy.
- f. The right to send and receive mail.

- Outgoing mail shall not be opened or read by facility staff. Prior to being sealed, staff may inspect the contents of the envelope for contraband.
- Incoming mail from federal, state, county officials or from the individual's attorney shall not be opened or read by facility staff.
- Incoming mail may be opened only when there is reason to suspect it contains contraband or other information/material that may jeopardize the individual's health, safety or well-being. If such a suspicion is established, the mail may be opened by the staff in the presence of the individual.

10. Confidentiality

The facility shall comply with all relevant statutes and regulations relating to confidentiality.

11. Environment

The right to reside and be treated in a setting that preserves and promotes physical and psychological dignity.

- a. Clothing – the right to clean, seasonal clothing that is age and gender appropriate
- b. Comfort— the right to live and receive treatment in clean and comfortable settings.
- c. Diet — the right to a nutritionally adequate diet
- d. Safety— the right to expect personal safety in accordance with federal and state life safety standards and other regulations or accrediting authority.

12. Medical Care

The right to medical care, which meets the prevailing standards of federal, state and accrediting bodies.

13. Freedom of Movement

a. Restraint

- Restraints shall not be employed for punishment, for the convenience of staff, as a substitute for a program or in any way that interferes with the treatment program.
- If restraints are applied, it should be in accordance with the facility policy and applicable regulations
- Purposes, methods and times of restraint must be documented

b. Seclusion

- Seclusion shall not be used as a punishment, for the convenience of staff or in any way as a substitute for a treatment program.
- If seclusion is implemented, it should be in accordance with the facility policy and applicable regulations
- Use of seclusion must be documented

14. Client-to-Client

The client has the right to be free from any type of physical, mental and emotional harm inflicted by another client(s). If harmed, an individual has the right to legal recourse

Shalawn L. James

1220 Timber View Drive
Mechanicsburg, PA 17050
ShalawnJames@gmail.com
(717)562-8035

OBJECTIVE

- Mental Health Professional with more than 10 years of professional work and educational experience.
- Expertise and hands on experience working with diverse populations including but not limited to adjudicated and delinquent juveniles, juveniles with mental health concerns, Adults offenders with and without mental health concerns.
- Extensive work and knowledge within county, state and federal mental systems.

PROFESSIONAL EXPERIENCE

Program Director

12/2015-Present, Mental Health Association In Pennsylvania, Harrisburg PA

- Provides advocacy for individuals within the State Mental Health Hospitals, and Juvenile Justice Facilities
- Oversee programs, services and activities to ensure that organizational objects are met
- Ensure compliance with funding sources and regulatory requirements
- Provide direct advocacy to juvenile justice facilities and state operated mental health facilities
- Supervise advocates in juvenile justice facilities and state operated mental health facilities
- Review programs annual budget
- Submit program expenditures and proper fiscal reporting and book keeping
- Submit quarterly board reports
- Serve as a liaison with statewide organizations and state government

Children's Targeted Case Manager

4/2014-12/2015, Case Management Unit, Harrisburg, Pennsylvania

- Organize and manage a caseload of consumers with various mental health concerns, including crime victims.
- Frequent visits to Residential Facilities, CRR, and Outpatient providers throughout Dauphin County and the Commonwealth to ensure appropriate and quality care.
- Consistent communication with collateral contacts within all county agencies (Children and Youth Services and Juvenile Probation), educational and therapeutic entities, insurance providers and court personnel.
- In-depth knowledge of behavioral health system, children and youth services, juvenile justice system and educational rights, allowing for highly skilled advocacy for consumers in multiple arenas.
- Ensure timely and accurate completion of all documentation according to state and county regulations.
- Maintains bi-monthly face to face contact and communication with consumers to assess current needs and advocate for appropriate services and benefits.
- Provide crisis intervention services for all consumers of the agency to include emergency room assessments, and mental health commitments.

Program Coordinator Teen ELECT

1/2013-4/2014, Pressley Ridge, Lancaster, Pennsylvania

- Supervised staff of 4 plus 1-2 interns, as client number allowed.

- Ensured achievement of monthly and yearly goals for staff and program.
- Provided formal and informal, individualized and specialized training for staff.
- Significant role in program management and development
- Oversight of all compliance with regulations, procedures, values and professional and ethical conduct.
- Supported staff in conducting home visits, clinical evaluations and educational assessments.
- Developed and delivered programming and educational activities for program clients and community agencies.
- Collaboration with multiple agencies to include but not limited to Children and Youth Services, Department of Education, Department of Welfare, Child Care Information Services, School District of Lancaster and YWCA.
- Provided direct crisis intervention and ensure that staff utilized practices that ensure client safety and maintained program standards and expectations.
- Managed all administrative issues, including but not limited to budgeting, programming, personnel issues, and scheduling.
- Ensures all clients were connected to post-secondary education and training opportunities.

Family Therapist

11/2010 – 1/2013, Pressley Ridge, New Cumberland, Pennsylvania

- Provided a variety of therapeutic interventions to children and their families.
- Collaborated consistently with Children and Youth Services and Juvenile Probation to coordinate care for children and their families.
- Coordinated services that ensure permanency and safety in a nurturing and caring environment.
- Advocated for appropriate placements, protective services and victim awareness for children and their families.
- Significant experiences working with and meeting the needs of low income and high risk youth and families.
- Recommended children and families for appropriate state and local programming.
- Significant role in aiding families with completion of Family Service Plan Goals.
- Maintained and scheduled a caseload of clients, ensuring productivity and other standards are met and exceeded.
- Leadership role facilitating small learning groups and professional meetings.
- Significant travel to and from clients and other appointments throughout the work week.
- Developed, maintained and submitted necessary documentation for both interoffice and county filings in a timely manner.
- Worked both independently and with a teammate to provide the necessary interventions to clients.

Adolescent Support Program Specialist

6/2007 – 6/2010, Milton Hershey School (MHS), Hershey, Pennsylvania

- Directly responsible for the planning, preparation and delivery of residential and educational material.
- Significant role in providing students with necessary skills to transition to independent living situations.
- Extensive experience working with low income and high risk students and families.
- Significant role in recruiting perspective students into MHS through attendance in enrollment dinners and receptions. Followed and mentored students throughout their academic career at MHS.
- Significant role in mentoring students towards academic success, social skills and mental health.
- Mentoring role that includes drafting and development of the individualized student success plan (ISP) based on a strength based approach.
- Developed relationships with parent sponsors that effectively communicated the child's developmental and academic progress while enrolled in the program.
- Led small groups for learning and social development.
- Responsible for supervising a staff of six to eight individuals to ensure quality programming for students.

EDUCATION

8/1997- 12/2001, Delaware State University, Dover, Delaware, BS Biology

8/2004- 12/2006, York College of Pennsylvania, York, Pennsylvania, BS Psychology

8/2012-2014, Eastern University, Philadelphia Pennsylvania, MS Nonprofit Management

Early Admissions (Fall 2019) to Indiana University of Pennsylvania Dual Masters and Doctorate Criminology

MEMBERSHIPS/AFFILIATION

- Appointed member of the Mental Health Children's Planning Committee (Office of Mental Health and Substance Abuse Services)
- Three year Commission to Governor's Medical Marijuana Advisory Board
- Member of Harrisburg Young Professionals
- Member of National Black MBA- Harrisburg Chapter

RELEVANT PROFESSIONAL EXPERIENCE

Mental Health Association in Pennsylvania

Executive Director – April 2001 to the present

- Serves as the spokesperson for the Association
- Coordinates the development and staffing of a statewide association
- Develops/administers annual budget
- Provides oversight to the state facility advocacy project
- Provides oversight to the development and implementation of the Health Insurance Marketplace Navigator communication plan and directly supervises the Association's certified navigators
- Manages subcontracts
- Coordinates public policy activities
- Serves as the liaison to the legislature; analyze and monitor relevant legislation
- Develops and maintains relationships with key governmental agencies and statewide organizations
- Develops and presents workshops/trainings
- Prepares position papers, public testimony and articles for publication
- Maintains media contacts
- Coordinates grassroots activities
- Coordinates Association's meetings, conferences and trainings
- Reports to the Association's Board of Director

Mental Health Association of Southeastern Pennsylvania / Mental Health Association in Pennsylvania

Policy Coordinator – 1993 - 2001

- Coordinated public policy activities
- Served as the liaison to the legislature; analyze and monitor relevant legislation
- Developed and maintained relationships with key governmental agencies and statewide organizations
- Developed and presented workshops/trainings
- Prepared position papers, public testimony and articles for publication
- Maintained media contacts
- Coordinated grassroots activities

Pennsylvania Association of County Drug & Alcohol Administrators

Executive Director – 1990 - 1993

- Served as the spokesperson for the Association and reported to the Board
- Coordinated public policy activities
- Developed and maintained relationships with key governmental agencies and statewide organizations
- Served as the liaison to the legislature; analyzed and monitored relevant legislation
- Prepared position papers, public testimony and articles for publication
- Coordinated Association's meetings, conferences and trainings

SUE WALTHER

304 Graham Street, Harrisburg, PA 17110 ♦ 717/379-8418 ♦ sew@paonline.com

EDUCATION

Millersville State University

Millersville, PA

Bachelor of Arts, Spanish – 1974

**Department of Public Welfare
YDC/YFC
Advocacy Services
Invoice**

Contract Number: _____
SRM Vendor Number: _____

Vendor Name: MH Association in PA
Address: 4105 Derry Street
Harrisburg, PA 17111
Federal ID: 23-1411212

Invoice #: August 2019
Invoice Date: 2/28/2020

Facility 6

<u>Line</u>	<u>Employee/Individual Name:</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
LI-1	Account Manager			\$ -
LI-2	Advocate 1			\$ -

Invoice Total: 0.00 \$0.00

Vendor Signature Date

OCYF Signature Date

Send this completed form with signature to:

Commonwealth of Pennsylvania - PO Invoice
PO Box 69180
Harrisburg, Pennsylvania 17106

MHAPA Board of Directors

Executive Director

Program Director/OMHSAS Advocacy Account Manager

Fiscal Management Contractor

Behavioral Health Navigator

Behavioral Health Navigator

NSH Advocacy Position

DSH Advocacy Position

WeSH Advocacy Position

Subcontractors

YDC/YFC Advocacy Account Manager / Youth Advocate

Youth Advocate

Youth Advocate

Mental Health Association in Pennsylvania Organizational Chart Narrative

Board of Directors

The general business affairs of Mental Health Association in Pennsylvania (MHAPA) are managed by its Board of Directors. Specific Board responsibilities include but are not limited to budget review and approval, development and approval of policies and procedures, hiring the Executive Director, appointing members of the standing committees, and audit oversight.

Executive Director

The Executive Director (ED) answers directly to the Board of Directors and is responsible for the day-to-day operations of the organization. ED directly supervises the program director and also oversees the financial management of the agency.

Program Director

MHAPA's Program Director, Shalawn James, will provide a portion of the YDC/YFC account manager's responsibilities including serving as the point of contact for the state agency. She will directly supervise the youth advocate identified as the account manager, Elaina Ingalls, who will share the functions of the YDC/YFC account manager position. The program director will provide oversight of the subcontractor and the fiscal contractor in relationship to the advocacy services contract.

Account Manager/Youth Advocate

The account manager who will also continue to provide advocacy services in the facilities will directly supervise the MHAPA employed advocates as well as provide assistance to the advocate employed by the subcontractor. She will be responsible for review and timely submission of reports.

Subcontractor

MHAPA subcontractor will be the Advocacy Alliance. The Advocacy Alliance will be responsible for hiring and directly supervising the advocate assigned to YFC#2.

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Sue Walther, Executive Director of Mental Health Association in Pennsylvania, a Pennsylvania corporation or other legal entity, ("Contractor") located at 4105 Derry Street, Harrisburg, PA 17111, having a Social Security or Federal Identification Number of 23-, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [**Contractor must specify the percentage**] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [**or other purchasing agency**] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:



Signature/Date 9/25/2019

Shalawn James, Program Director
Printed Name/Title

Mental Health Association in Pennsylvania
Corporate or Legal Entity's Name



Signature/Date 9/25/2019

Sue Walther, Executive Director
Printed Name/Title

IRAN FREE PROCUREMENT CERTIFICATION FORM

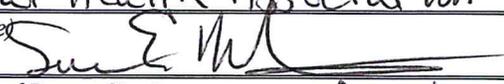
(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Mental Health Association in Pennsylvania	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Sue E. Walther, Executive Director	<i>Date Executed</i> 9/24/2019

OPTION #2 - EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, 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.

(2) 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 undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 *Section 1352, Title 31, U. S. Code*. 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 such failure.

SIGNATURE: 

TITLE: Executive Director DATE: September 24, 2019