



FULLY EXECUTED

Contract Number: 4400027905

Original Contract Effective Date: 04/06/2023

Valid From: 04/01/2023 To: 03/31/2025

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

Purchasing Agent

Name: Danner Shawn

Phone: 717-787-8085

Fax:

Your SAP Vendor Number with us: 215966

Supplier Name/Address:

HOBBIE PROFESSIONAL STAFF MGMT INC
DBA HEALTHSKIL
3426 HAMILTON BLVD
ALLENTOWN PA 18103-4539 US

Supplier Phone Number: 610-433-3677

Supplier Fax Number: 610-433-7227

Please Deliver To:

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

Contract Name:

DHS Regulatory Licensing

Payment Terms

NET 30

Solicitation No.: 6100057647

Issuance Date: 02/02/2023

Supplier Bid or Proposal No. (if applicable): 6500146054

Solicitation Submission Date: 02/21/2023

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	Licensing Tech Central Region	0.000	Hour	35.56	1	0.00
Item Text						
This line item is for OMHSAS & BHSL.						

2	Workload Manager Central Region	0.000	Hour	35.56	1	0.00
Item Text						
This line item is for OMHSAS & BHSL.						

3	Licensing Tech Supervisor Central Region	0.000	Hour	40.64	1	0.00
Item Text						
This line item is for OMHSAS & BHSL.						

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

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Supplier Name:

HOBBIE PROFESSIONAL STAFF MGMT INC

DBA HEALTHSKIL

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
4	Licensing Tech NE Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
5	Workload Manager NE Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
6	Licensing Tech Supervisor NE Region	0.000	Hour	40.64	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
7	Licensing Tech NW Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
8	Workload Manager NW Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
9	Licensing Tech Supervisor NW Region	0.000	Hour	40.64	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
10	Licensing Tech SW Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
11	Workload Manager SW Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
12	Licensing Tech Supervisor SW Region	0.000	Hour	40.64	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
13	Licensing Tech SE Region	0.000	Hour	35.56	1	0.00

Information:

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HOBBIE PROFESSIONAL STAFF MGMT INC

DBA HEALTHSKIL

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text This line item is for OMHSAS & BHSL.						
14	Workload Manager SE Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
15	Licensing Tech Supervisor SE Region	0.000	Hour	40.64	1	0.00
Item Text This line item is for OMHSAS & BHSL.						
16	Licensing Tech Central Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						
17	Workload Manager Central Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						
18	Licensing Tech Supervisor Central	0.000	Hour	40.64	1	0.00
Item Text This line item is for OCYF.						
19	Licensing Tech NE Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						
20	Workload Manager NE Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						
21	Licensing Tech Supervisor NE Region	0.000	Hour	40.64	1	0.00
Item Text This line item is for OCYF.						
22	Licensing Tech Western Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						

Information:



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Supplier Name:
HOBBIE PROFESSIONAL STAFF MGMT INC
DBA HEALTHSKIL

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
23	Workload Manager Western Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						
24	Licensing Tech Supervisor Western Region	0.000	Hour	40.64	1	0.00
Item Text This line item is for OCYF.						
25	Licensing Tech SE Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						
26	Workload Manager SE Region	0.000	Hour	35.56	1	0.00
Item Text This line item is for OCYF.						
27	Licensing Tech Supervisor SE Region	0.000	Hour	40.64	1	0.00
Item Text This line item is for OCYF.						

General Requirements for all Items:

Header Text

Services to provide Regulatory Licensing Staff for DHS locations throughout the Commonwealth of Pennsylvania.

The supplier must be able to provide services to all locations and counties in the Commonwealth of PA as serviced from DHS Regional offices as described in the Statement of Work. Contracted Staff will work with DHS staff for the inspection and licensure of child residential and day treatment facilities, long-term structured residence licensure, and community residential rehabilitation services.

Lines 1-15 are to only be used by OHMSAS and BHSL

Lines 16-27 are to only be used by OCYF

No further information for this Contract

Information:

STATEMENT OF WORK

INVITATION FOR BID

FOR

**Department of Human Services
Regulatory Licensing Staff**

ISSUING OFFICE



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT**

**555 Walnut Street
Forum Place, 6th Floor
Harrisburg, PA 17101**

IFB NUMBER

6100057647

DATE OF ISSUANCE

February 2, 2023

**PART IV
STATEMENT OF WORK**

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ONLY CERTIFIED SMALL BUSINESSES ARE ELIGIBLE FOR AWARD

The Department of General Services has designated this contract as a Small Business Procurement to provide DGS-certified small businesses with opportunities to compete against other DGS-certified small businesses for Commonwealth agency and DGS statewide contracts. Only certified small businesses are eligible to submit a bid and receive an award. The small business requirements and certification process can be found on the following site: <https://www.ggs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

The Small Business Certification will be provided after the self-certification process on the SBPI site:

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A valid Department of General Services (DGS) Small Business certificate will be required as part of the bid in order to be deemed a responsive bidder. Any business without a valid certificate on the bid due date and time may be rejected as non-responsive.

This contract will be monitored for compliance by the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

IV-1. GENERAL INFORMATION.

A. Contract Scope/Overview:

The Department of General Services (DGS) (“Issuing Office”) on behalf of the Department of Human Services (DHS) is issuing an Invitation to Bid (IFB) for a Contractor to provide Regulatory Licensing Staff for DHS locations throughout the Commonwealth of Pennsylvania.

B. Geographical Locations:

The awarded supplier must be able to provide services to all locations and counties in the Commonwealth of PA as serviced from DHS Regional offices: Pittsburgh, Harrisburg, Scranton, and Norristown. See directories of child residential and day treatment facilities, long-term structured residence licensure, and community residential rehabilitation services as a representative of possible service locations that may be inspected at [Regional OMHSAS Contacts \(pa.gov\)](http://Regional OMHSAS Contacts (pa.gov))

Regional offices and service counties for Bureau of Human Services Licensing (BHSL) and the Office of Mental Health and Substance Abuse Services (OMHSAS) are listed below.

Central Region (Harrisburg): Somerset, Cambria, Blair, Bedford, Huntingdon, Fulton, Mifflin, Juniata, Franklin, Perry, Cumberland, Adams, Dauphin, York, Lebanon, Lancaster

Northeast Region (Scranton): Potter, Cameron, Clinton, Centre, Tioga, Lycoming, Union, Snyder, Bradford, Sullivan, Montour, Northumberland, Columbia, Susquehanna, Wyoming, Luzerne, Schuylkill, Lackawanna, Carbon, Wayne, Pike, Monroe, Northampton, Lehigh, Berks

Northwest Region (Pittsburgh): Erie, Crawford, Mercer, Lawrence, Beaver, Venango, Butler, Warren, Forest, Clarion, Armstrong, McKean, Elk, Jefferson, Indiana, Clearfield

Southeast Region (Norristown): Bucks, Chester, Delaware, Montgomery, Philadelphia

Southwest Region (Pittsburgh): Allegheny, Fayette, Greene, Washington, Westmoreland

The counties within the region may vary slightly for the individuals assigned as Workload Managers.

Regional offices and service counties for the Office of Children, Youth, and Families (OCYF) are listed below.

Western Region: Erie, Warren, McKean, Potter, Crawford, Mercer, Venango, Forest, Elk, Cameron, Lawrence, Butler, Clarion, Jefferson, Clearfield, Armstrong, Indiana, Beaver, Allegheny, Westmoreland, Washington, Greene, and Fayette.

Central Region: Lycoming, Clinton, Centre, Union, Columbia, Snyder, Northumberland, Montour, Cambria, Blair, Huntingdon, Juniata, Perry, Dauphin, Lebanon, Somerset, Bedford, Fulton, Franklin, Adams, York, and Lancaster.

Northeast Region: Tioga, Bradford, Susquehanna, Wayne, Sullivan, Wyoming, Lackawanna, Luzerne, Pike, Monroe, Carbon, Schuylkill, Northampton, and Lehigh.

Southeast Region: Berks Bucks, Montgomery, Chester, Philadelphia, and Delaware.

C. Issuing Office:

The sole point of contact in the Commonwealth for this IFB shall be Shawn Danner, the Issuing Officer for this IFB. Please refer all inquiries to the Issuing Officer via E-Mail at shdanner@pa.gov. Only electronically submitted questions will be accepted. Please include IFB Solicitation Number, 6100057647, in the subject line of the email. All questions pertaining to this solicitation shall be submitted via email to the Issuing Officer no later than February 8th, 2023 at 12:00 PM.

D. Method of Award:

The Commonwealth intends to award a contract to the bidder based on the lowest cost, who is deemed both responsive and responsible.

All contract quantities are estimated good faith quantities.

E. Contract Term:

The contract shall commence on the Effective Date to be April 1, 2023 and expire March 31, 2025. The contract may be renewed up to three (3) one (1) year terms at the discretion of the Commonwealth. Any renewal will be under the same terms and conditions provided; however, the rates under the contract may be increased up to two percent (2%) for each year upon receipt of sufficient justification from the awarded supplier and agreement with the Commonwealth.

The awarded supplier shall provide written notification to the Department of General Services Issuing Officer, Shawn Danner at shdanner@pa.gov no later than October 1 of each subsequent year, if increases are to be requested. Justification shall be provided with the request for increase at the time of the request.

IV-2. CRITERIA FOR QUALIFICATION:

A. Supplier Registration:

Interested bidders must register as a supplier on the PA Supplier Portal at www.pasupplierportal.state.pa.us If your company is already registered in the PA Supplier Portal, registration is not necessary. Prior to registration, bidders are strongly encouraged to review the Supplier Registration and Bidding guides available at the Supplier Service Center at: [Supplier Guide - Locate Bid Opportunities on eMarketplace.pdf \(pa.gov\)](#)

For any questions or issues related to the registration process, contact the Customer Service Center (CSC) at 877-435-7363 Option 1. For any questions or issues related to the online bidding process, contact the Customer Service Center (CSC) at 877-435-7363 Option 2.

B. Health Insurance Portability and Accountability Act (HIPAA) Regulations:

The selected Supplier 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 the Health Insurance Portability and Accountability Act (HIPAA). By submitting a response, the Supplier agrees to the Business Associates Addendum contained in **Appendix E** of the IFB.

C. Bid Submission:

Interested bidders shall complete and return the following documents with your bid:

- Appendix A – Cost Submittal Worksheet;
- Appendix B – Lobbying Form;
- Appendix C – Iran Free Certification Form
- Copy of current Small Business Certificate

Iran Free Procurement Certification & Disclosure: Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: 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). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

[ProposedIranFreeProcurementList.pdf \(pa.gov\)](#)

- Documentation that the bidder has at least five (5) years’ experience in providing human services and/or medical staffing for public or private companies.
- Company’s employee disciplinary procedure;
- Copy of Certificate of Insurance; and
- Implementation Plan (see **Section IV-3 CONTRACT TASKS**)

IV-3. CONTRACT TASKS.

- A. Awarded supplier shall be responsible for all recruitment of the required positions as needed by DHS.
- B. Upon request for a position to be filled (within two (2) business days) awarded supplier shall acknowledge receipt of request.
- C. The awarded supplier shall submit a minimum of three (3) resumes per opening per job description within fifteen (15) business days to DHS.
- D. Once resumes are received and accepted by DHS, interviews will be conducted by supervising staff.
- E. DHS shall have up to five (5) days from final interview to provide feedback and / or accept a candidate.

F. Upon notification from DHS, awarded supplier shall submit the background check for the potential candidate within 15 calendar days.

G. Implementation: Awarded supplier shall provide an implementation plan that outlines the following:

1. Personnel who will be dedicated to this project;
2. The strategy for transition of current individual contractors;
3. The strategy for the addition of new contractor resources, if needed;
4. Timeline that will be applied to the transition plan;
5. Responsibilities of all parties involved; and
6. Breakdown of activities that will be performed in the transition phase.

H. Training:

Contracted Staff shall satisfactorily complete the DHS training program which involves completing various training programs at the office, attending the multi-day orientation program, on the job training by the supervisor, and shadowing an inspector. An individual's training may require a few months to six months, depending on the individual.

I. Position Descriptions:

Regulatory Licensing Staff Position Descriptions, Appendix D, include Position Purpose, Educational Requirements/Work Experience/Training, Description of Duties, and Essential Functions.

IV-4. CONTRACT REQUIREMENTS:

A. Background Checks:

The awarded Supplier, at its expense, ***within 15 calendar days of contract award***, shall provide the following checks: [Pennsylvania State Police background check](#), [Pennsylvania Child Abuse background check](#), and FBI background check: [FBI Fingerprinting \(pa.gov\)](#) for each of its employees, and employees of any subcontractors, who will have access to the Commonwealth facilities, either on-site or through remote access. For implementation, the background checks must be conducted prior to initial access. For staff added during the contract period, background checks will be required after job offer and before access will be granted to worksite. All supplier staff will require background checks on an annual basis thereafter. The criminal background check reports will remain on file with the Department of Human Services, specific to the program office in which the individual is assigned.

Before the Commonwealth will permit access to the Contractor Employees, the Contractor must provide written documentation 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. If at any time a supplier's employee is arrested for or convicted of an offense that would constitute grounds for denying employment, the contractor shall provide written notice of the arrest, conviction, or substantiated perpetrator status to the Bureau of Human Services Licensing Director within 72 hours. The Commonwealth may withhold its consent in its sole discretion.

The Commonwealth reserves the right to conduct background checks over and above that described herein.

B. Non-Compete / Employment restrictions:

By submitting a bid, the awarded Supplier agrees that at the termination of the Contract or at any time during employment the Supplier will not enforce any non-compete or similar employment restrictions that the Supplier may have in place against any staff placed at Commonwealth facilities under this Contract who wish to remain at a Commonwealth facility and are able to come to terms with the successor Supplier or directly with the Commonwealth, for continuing their placement.

C. Commonwealth Access:

ID badges will be provided by the Commonwealth. Resources working at Commonwealth locations may work with both Federal and State employees and must be identifiable at all times as a contractor by wearing a Commonwealth provided identification badge. If a resource is on-site for more than a two (2) week period, [Management Directive 625.10](#) and any revisions thereof must be followed.

Any correspondence that is sent by the resource while working for the Commonwealth must include the following statement: "I am not a government employee and have no legal authority to obligate any Federal or State government in any way."

D. Work Location Security:

Bidders shall follow all required security procedures at each worksite for signing in and out, obtaining and displaying contractor badges or other necessary identification or other requirements as deemed necessary. Particularly sensitive areas may require Commonwealth staff to accompany the resource. These procedures may vary from location to location and must be followed.

IV-5. EQUIPMENT AND SUPPLIES:

Department of Human Services will provide tools and resources to perform tasks for each position including computer or tablet, Virtual Private Network (VPN), and may be provided a mobile phone and/or sim card. Licensed regulatory inspector staff will be required to submit a monthly report via the internet. Offsite internet access will not be provided or reimbursed.

IV-6. PERFORMANCE STANDARDS:

- A. Supplier to provide a minimum of three (3) qualifying resumes per request within fifteen (15) business days to the requesting Agency. Supplier will pay \$50 per occurrence to the requesting agency for each time this SLA is not met.
- B. Confirmation of Request. The Supplier has one (2) business days to confirm receipt of a request for a resource. Supplier will pay \$50 per occurrence to the requesting agency for each time this SLA is not met.
- C. The Supplier will be allowed a 60-day grace period during the implementation phase of the contract to “ramp up” services. After the 60-day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the DHS Program Administrator, or designee, one (1) month after the grace period ends.

IV-7. PRICING AND PAYMENT:

- A. Pricing: Pricing shall be submitted on **Appendix A – Cost Submittal**.

Overtime is payable at one- and one-half times the base hourly rate upon exceeding 40 hours in one week. An individual’s standard work week is 37.5 hours.

Individuals will not be expected to work on holidays; however, if an emergency situation occurs that requires support for a facility/home/residence closure or other catastrophic event, individuals would be expected to work accordingly.

- B. Reimbursable Expenses: All travel expenses must be pre-approved by the Agency. Supplier travelers on official Commonwealth business will receive reimbursement of actual expenses incurred in the performance of their duties with complete justification for incurred expenses. Justification includes matching receipts and approved expense verifications. Mileage will be reimbursed to supplier employees. Mileage starts from the shortest distance from origination point (DHS Office, Supplier’s Office or employees home) directly to the inspection location site and returning back to the DHS Office, Supplier’s Office, or any other location. All reimbursable Expenses including mileage will be paid to the supplier, and the supplier will distribute back to their employees. **Mileage will be paid at current GSA published rates for privately owned vehicles** <http://www.gsa.gov/portal/content/100715>.

HOLIDAYS: The Commonwealth of Pennsylvania observes the following holidays:

1. New Year’s Day
2. Martin Luther King
3. President’s Day
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Columbus Day
9. Veterans Day

10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

IV-8. INVOICING:

Invoices can be emailed to 69180@pa.gov.

If not familiar with the commonwealth's E-Invoicing Program, please visit our [E-Invoicing Program](#) page for details and requirements.

If you are unable to participate in the E-Invoicing Program, you can mail a paper invoice to:

Commonwealth of Pennsylvania – PO Invoice
PO Box 69180
Harrisburg, PA 17106

INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheet contained in this workbook shall constitute the Cost Submittal for **IFB 6100057647**.

The cost submittal worksheet consists of an Instructions tab, Bidder Info tab and Cost Submittal tab labeled OMHSAS BHSL and OCYF.

1. Complete the **Bidder Info Tab**.
2. Bidder shall complete the Hourly Bill Rates to the Commonwealth Columns in Tabs "**OMHSAS BHSL**" and "**OCYF**". Hourly rate shall be based on per one (1) resource.
3. Total Bid will be automatically calculated on the Bidder Info tab that will be used to determine award.

Hourly quantities are estimated and may increase or decrease depending on the needs of the agency. Note that for Tab OMHSAS and BHL estimated quantities are a combined total of 3,900 (1,950 hours per each) for one year. Initial term of the contract is two (2) years and the totals reflect the two (2) years within this cost submittal.

**APPENDIX A
 COST SUBMITTAL WORKSHEET
 BIDDER INFO
 IFB 6100057647**

BIDDER NAME	CONTACT PERSON	
Hobbie Professional Staff Management, Inc.	Andy Hobbie	
BIDDER ADDRESS	EMAIL ADDRESS	
3426 Hamilton Blvd. Allentown, PA 18103	ahobbie@healthskil.com	
	PHONE NUMBER	FAX NUMBER
	610-433-3677 x 111	610-433-7227
	VENDOR NUMBER	
	215966	

Total Cost for Initial Term for OMHSAS, BHSL & OCYF: \$

6,102,096.00

IFB 6100057647

Vendor Name Hobbie Professional Staff Management, Inc. dba HealthSkil

	Hourly Bill Rate To Commonwealth	Estimated Hours Per Position Per Year	Total
Licensing Technician Central Region	\$ 35.56	3900	\$ 138,684.00
Workload Manager Central Region	\$ 35.56	3900	\$ 138,684.00
Licensing Technician Supervisor Central Region	\$ 40.64	3900	\$ 158,496.00
Licensing Technician Northeast Region	\$ 35.56	3900	\$ 138,684.00
Workload Manager Northeast Region	\$ 35.56	3900	\$ 138,684.00
Licensing Technician Supervisor Northeast Region	\$ 40.64	3900	\$ 158,496.00
Licensing Technician Northwestern Region	\$ 35.56	3900	\$ 138,684.00
Workload Manager Northwestern Region	\$ 35.56	3900	\$ 138,684.00
Licensing Technician Supervisor Northwestern Region	\$ 40.64	3900	\$ 158,496.00
Licensing Technician Southwestern Region	\$ 35.56	3900	\$ 138,684.00
Workload Manager Southwestern Region	\$ 35.56	3900	\$ 138,684.00
Licensing Technician Supervisor Southwestern Region	\$ 40.64	3900	\$ 158,496.00
Licensing Technician Southeast Region	\$ 35.56	3900	\$ 138,684.00
Workload Manager Southeast Region	\$ 35.56	3900	\$ 138,684.00
Licensing Technician Supervisor Southeast Region	\$ 40.64	3900	\$ 158,496.00

Total Cost For OMHSAS BHSL Initial Term \$ 4,358,640.00

**APPENDIX A
 COST SUBMITTAL WORKSHEET
 IFB 6100057647**

Hobbie Professional Staff Management, Inc. dba HealthSkil

	Hourly Bill Rate To Commonwealth	Estimated Hours Per Position Per Year	Total
Licensing Technician Central Region	\$ 35.56	1950	\$ 69,342.00
Workload Manager Central Region	\$ 35.56	1950	\$ 69,342.00
Licensing Technician Supervisor Central Region	\$ 40.64	1950	\$ 79,248.00
Licensing Technician Northeast Region	\$ 35.56	1950	\$ 69,342.00
Workload Manager Northeast Region	\$ 35.56	1950	\$ 69,342.00
Licensing Technician Supervisor Northeast Region	\$ 40.64	1950	\$ 79,248.00
Licensing Technician Western Region	\$ 35.56	1950	\$ 69,342.00
Workload Manager Western Region	\$ 35.56	1950	\$ 69,342.00
Licensing Technician Supervisor Western Region	\$ 40.64	1950	\$ 79,248.00
Licensing Technician Southeast Region	\$ 35.56	1950	\$ 69,342.00
Workload Manager Southeast Region	\$ 35.56	1950	\$ 69,342.00
Licensing Technician Supervisor Southeast Region	\$ 40.64	1950	\$ 79,248.00

Total Cost For OCYF Initial Term \$ 1,743,456.00

**APPENDIX B
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, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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: _____ *Glenn Hopper* _____

TITLE: _____ *President* _____

DATE: _____ *2/13/2023* _____

IRAN FREE PROCUREMENT CERTIFICATION FORM

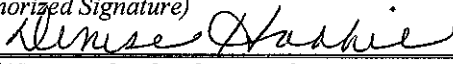
(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

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> Hobbie Professional Staff Mgmt. Inc. DBA HEALTHSKIT	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> DENISE HOBBIÉ, President	<i>Date Executed</i> 2/13/2025

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>



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Denise Hobbie</i>	<i>2/13/2023</i>
<i>Signature</i>	<i>Date</i>
<i>DENISE HOBBI E</i>	
<i>Name (Printed)</i>	
<i>PRESIDENT</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Hobbie Professional Staff Mgmt. DBA HealthSkill</i>	
<i>Contractor/Grantee Name (Printed)</i>	



WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Hobbie Professional Staff Management & HealthSkill

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Table with 2 columns: Field Name and Value. Fields include Majority Female Owner, NAICS, UNSPSC, Certification Number, Renewal Date, and WOSB Regulation Expiration Date.

Signature of Elizabeth M. Walsh

Elizabeth M. Walsh, Women's Business Enterprise Center - East President

Signature of Pamela Prince-Easton

Pamela Prince-Easton, WBENC President & CEO

Signature of Lakesha White

Lakesha White, Vice President, Certification





JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Hobbie Professional Staff Management & HealthSkill

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

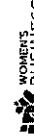
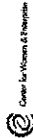
Certification Granted: August 18, 2004
Expiration Date: August 18, 2023
WBENC National Certification Number: 250060

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Center - East, a WBENC Regional Partner Organization.

Authorized by Elizabeth M. Walsh, President
Women's Business Enterprise Center - East



NAICS: 561320, 561311, 561312
UNSPSC: 80111600, 80111601, 80111602, 80111603, 80111604, 80111605, 80111606, 80111607, 80111608, 80111610, 80111611, 80111614, 80111615, 80111616, 80111620, 80111621, 80111622, 80111623, 80111701, 80111707, 80111708, 80111710, 80111716, 85101500, 85101503, 85101600, 85101603, 85101604



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S3-02-01
Baltimore, Maryland 21244-1850



Andy Hobbie
Chief Executive Officer
HealthSkil
3426 Hamilton Boulevard
Allentown, Pennsylvania 18103

Dear Mr. Hobbie:

We have reviewed your application of January 18, 2019 requesting that the Centers for Medicare & Medicaid Services certify HealthSkil as a Quality Improvement Organization (QIO)-like entity for the State of Pennsylvania. As a result of this review, we have determined that HealthSkil of Pennsylvania meets the requirements to be a QIO-like entity, namely:

- It is able to perform limited medical and quality review functions required under Section 1154 of the Act;
- It has one individual who is representative of health care providers and consumers on its governing body under section 1152 of the Act; and
- It is not a health care facility, health care facility affiliate, or payor organization as defined in 42 CFR 475.105.

This certification designates HealthSkil of Pennsylvania as a QIO-like entity eligible to fully operate in Pennsylvania. HealthSkil of Pennsylvania may also operate in other states with the exception of performing Medicare medical reviews. For the conduct of Medicare medical review work, a QIO-like entity must meet the requirement that the QIO-like entity have access to or agreements with peer reviewers in the state in question.

If the QIO-like entity determines to conduct Medicare medical review work in a state other than the state for which it has submitted a list of medical reviewers, this criterion must be met and submitted for approval by CMS before such work can be undertaken.

Your certification is granted for a period of 5 years and will expire on January 18, 2024.

This certification of eligibility permits your organization to seek a contract with the states for review activities within the requirements. In addition, states have specific qualifications and performance requirements depending upon the scope of work they desire to procure. This certification does not reflect a determination as to whether your organization has the ability to meet those requirements. The state is responsible for making that determination.

We have certified your organization to review cases and analyze patterns of care related to medical necessity and quality review. We have not certified the organization as meeting the State Medicaid Agency's requirements for external quality review or related functions such as utilization review specified in 1903 (a) (3) (c) and 1932 (c)(2) of the Act. In addition, we have not evaluated the organization to perform the same functions as a QIO under contract with CMS.

You must provide an annual assurance statement of your continued adherence to certification requirements within 30 days of the last month of the first certification year and within 30 days of the last month of the second certification year. In addition, if there are any changes in the name, address, or pool of physician reviewers you must notify this office for a reevaluation of your certification. Recertification requires submission of the complete package a minimum of 60 days prior to the expiration of the current certification.

At any time during the certification period that HealthSkil of Pennsylvania no longer meets the above criteria, you must notify the agency and it will no longer be considered a QIO-like entity. The certification will be terminated. You may reapply at any time if this occurs.

If you have questions, please contact Malinda Greene of my staff on (410) 786-7829 or via Email-malinda.greene@cms.hhs.gov.

Sincerely,

Renee Dupree

Renee Dupree, Director
Division of Program Management,
Communications, and Evaluation

CERTIFICATE OF DISTINCTION

has been awarded to

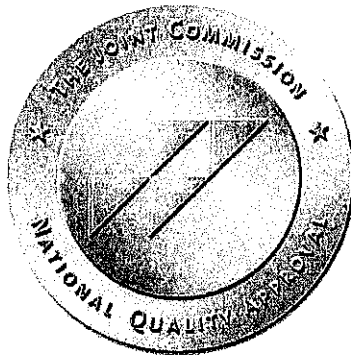
HealthSkil

Allentown, PA

for

Health Care Staffing

by



The Joint Commission

based on a review of compliance with national standards

November 18, 2010

Certification is customarily valid for up to 24 months.

David A. Whiston, D.D.S.
Chairman of the Board

Organization ID #485427

Print/Reprint Date: 12/15/10

Mark Chassin, M.D.
President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org



HOBBIEPROFESSIONAL
Designed to Meet Your Needs

Hobbie Professional Staff Management's Discipline Policy

Disciplinary Action

Hobbie Professional Staff Management has established workplace standards of performance and conduct as a means of maintaining a productive and cohesive working environment. A positive, progressive approach is taken to solve discipline problems, which appeals to an employee's self-respect, rather than create the fear of losing a job. Our system emphasizes correction of the offensive behavior. If correction of the problem and sustained improvement does not occur, termination may result.

The following may be grounds for disciplinary action, up to and including termination:

- Accepting an assignment and not reporting to work or not notifying us.
- Unauthorized possession, use, or removal of property belonging to Hobbie Professional Staff Management or any client of Hobbie Professional Staff Management
- Failure to comply with all safety rules and regulations, including the failure to wear safety equipment when instructed.
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on company premises or work sites of client companies.
- Lewd, unacceptable behavior, possession of weapons or explosives and provoking, instigating or participating in a fight are prohibited at Hobbie Professional Staff Management and/or at its client hospitals.
- Violation of the harassment policy.
- Insubordination of any kind is grounds for immediate termination. (For example, refusal to carry out your supervisor's reasonable works request).
- Leaving an assignment without notice i.e. patient or assignment abandonment.
- Falsifying records, including but not limited to time records or claims pertaining to injuries occurring on company premises or work sites of client companies or personnel records.
- Disclosing confidential information without authorization.
- Disregard for established policies and procedures.
- Excessive cancellations or tardiness.
- Discourtesy to clients or fellow employees.



CKHOB-199994

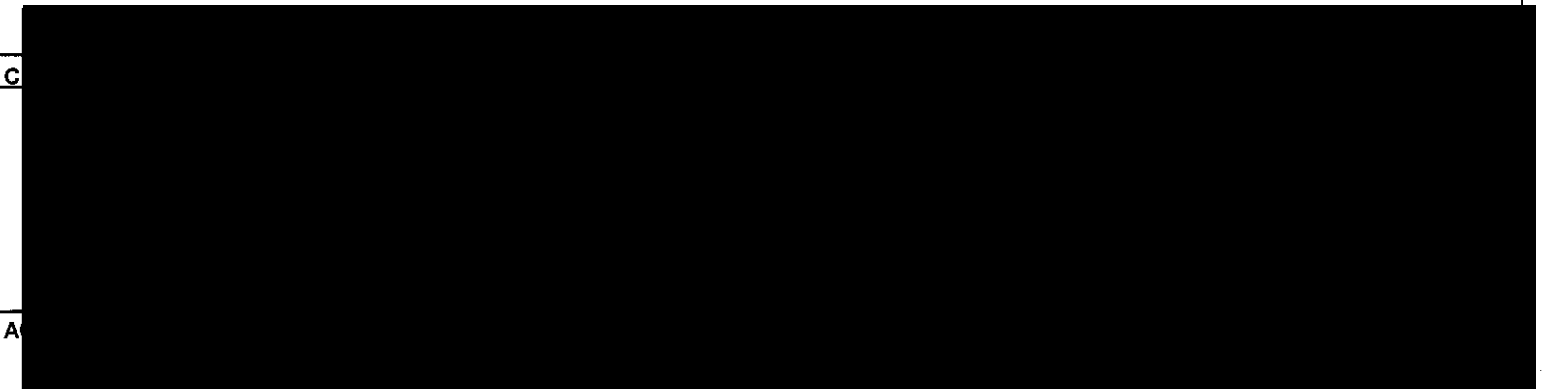
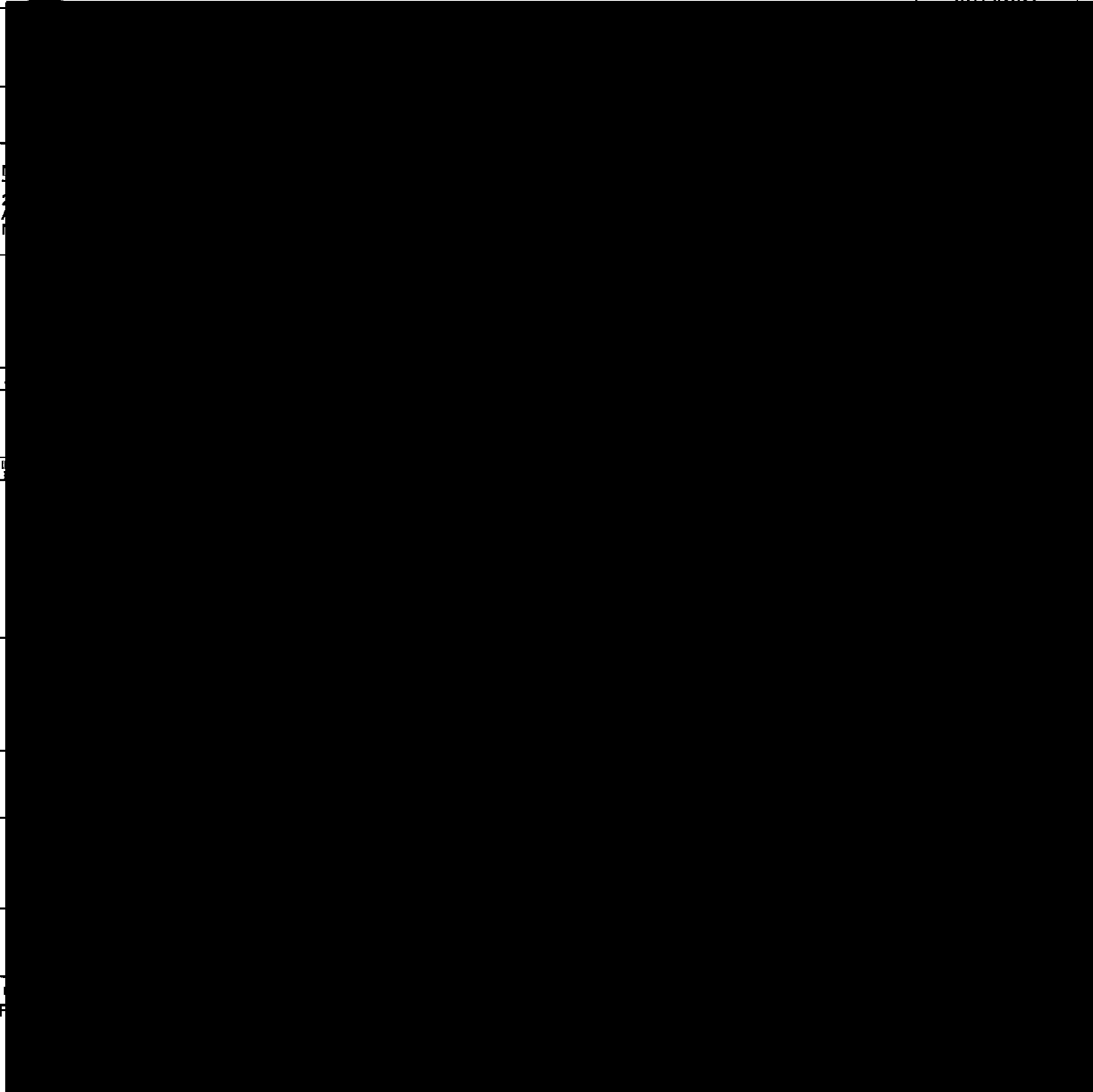
CKHOB-1

OP ID: KE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2022



C

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February 13, 2023

The CKHobbie Group: Hobbie Professional Staff Management
Staffing and Recruiting Implementation Plan
Prepared for the Commonwealth of Pennsylvania



Hobbie Professional Staff Management Management Team

- Denise Hobbie (Owner) 30+ years experience
- Andy Hobbie (Owner) 30+ years experience
- Matt Hobbie (President) 23 years experience
- Alyson Palanzo (VP of Operations) 17 years experience
- Lisa Cote (Senior Client Services Manager) 21 years experience
- Monica Peters (Payroll Manager) 23 years experience

Resources Dedicated to The Commonwealth of Pennsylvania

- Matt Hobbie (President)
- Alyson Palanzo (Vice President of Operations)
- Lisa Cote (Senior Client Services Manager)
- Jeanie Hornack (Senior Recruiter)
- Desiree Gonzalez (Scheduling and Compliance Coordinator)
- Monica Peters (Payroll Administrator)

At Hobbie Professional Staff Management, we believe the right people are an employer's strongest asset. As a specialized supplier of employment services, Hobbie Professional Staff Management has a responsibility to ensure excellence in providing our clients with increased access to talent. We embrace the idea of evolving our talent acquisition and contract staffing services to provide the best employees to our clients.

Functionality: Recruiting, Sourcing, Data Mining

The success we have in identifying as many qualified individuals as well as creating awareness regarding available opportunities is directly related to our adherence to a strategic sourcing program. Our internal team must strive for excellence in all facets of this operation. All members of ownership, operations, administration and sales/production must embrace these current and evolving efforts in a mission to identify the best talent for The Commonwealth of Pennsylvania. We will comprehensively outline specific sourcing processes and diversity hiring efforts to provide guidelines for operational efficiencies focused on positively impacting The Commonwealth of Pennsylvania's external talent pool.

Employee Selection Process

Standard Employee Selection Process (can be modified to meet customer need)

Step 1: Applicant Questionnaire

All Applicants must meet our minimum qualifications to begin the application

process. This includes: Providing documentation authorizing them to work in the U.S.

Verification that they have not been convicted of a felony within the last 7 years

Step 2: Application for Employment

Process helps differentiate qualified from unqualified applicants Retain information

as legally required Note red flags to address in the interview

Step 3: Criminal Record Authorization and Drug Screen Consent Forms

Candidates must be willing to comply with a drug screen and/or background check if required by our customer

Step 4: Selective Personal Interview

Opportunity to learn more about candidate's skills, experience, expectations and knowledge Address Red flags

Customized attitude and aptitude testing

Step 5: Safety and Policy Orientation

Opportunity to set expectations

Emphasize compliance to corporate policies (handbook sign-off)

Promote safe work practices and define minimum standards for all assignments

Step 6: Contingent Job Offer, Conditional Hire Background Checks and Pre-Employment Drug Screens

Present offer contingent upon completion of customer specific checks, screens, requirements and policies

Step 7: Assignment Orientation

Sign off of client specific assignment materials including information regarding: who/where to report, pay, hours, etc.

Sourcing Channels:

Traditional Job Postings and Job Board Resumes

Resumes from Search Engines (Google, Bing etc.)

Resumes from Company ATS or CRM

Deep Web Research (Direct Sourcing)

Professional Associations Conferences Nonprofit Organizations

Specialized Leads databases (Zoom Info, Jigsaw, Hoover's, SalesIntel etc.)
Diversity Communities and Affinity Groups
Online Communities (Mailing Lists, Users Groups, Forums)
Online Social Networks (LinkedIn, Facebook, Instagram, Twitter)
Glassdoor
Simply Hired
JuJu
LinkedIn Feeds, Job Slots, Recruiter, Navigator and Groups
Careerbuilder
Monster
Hobbie Professional Staff Management website
Cloud based software

Scheduling and Notification Software

We have automated our healthcare staffing process by streamlining sourcing and onboarding. Our cloud-based healthcare staffing software manages and tracks our entire front to back office operations and improves work efficiencies.

Scope of Services

Following is an outline of our services to enhance the productivity of The Commonwealth of Pennsylvania:

Account Responsibility:

Hobbie Professional Staff Management will provide a primary Client Service Manager. We believe that the size of your contingent workforce requires a manager-level individual who possesses appropriate HR training and industry specific experience. In order to reduce or eliminate your administrative burden, this individual will work effectively with your management team to secure and retain the best available people to work at your facilities.

Competing organizations may consider this role solely oriented toward support. We view this as our most important individual involved in our strategic partnership. We require them to attain their CSP certification through ASA in order to uphold all legal and ethical standards of hiring. The Client Service Manager will perform many duties which will be described in the terms and conditions section of the proposal.

The following is a summary prepared by one of our current team members, including a position description: As a Client Service Manager, I directly manage the contract workforce. I provide day to day solutions and

resolutions to any staffing needs. We become the contractor's first stop for questions related to paychecks, policies and more. This relieves the company from these time consuming tasks and discussions.

All tasks associated with recruiting, screening and/or managing a contingent workforce is transferred to a single point person. As a Client Service Manager we assume responsibility for all administrative functions as well as employee discipline and are readily available to all managers, supervisors and personnel.

The following is our internal position description:

CLIENT SERVICE MANAGER POSITION DESCRIPTION

Job Orders and Assignments (Take job orders from those individuals designated by CLIENT).

Notify (VIA MSP or VMS) all CLIENT departments with names of Assigned Employees for assignments.

Arrange for replacements when necessary.

Assign Employees Oversee interviewing, testing, and reference checking.

Orient new Assigned Employees, administering all applicable forms.

Handle complaints or problems relating to Assigned Employees.

Counseling Assigned Employees as necessary.

Conduct performance evaluation of all Assigned Employees.

Manage interactions with subcontractors (if necessary).

Interact with subcontractors for implementing subcontractor agreements and filling job orders.

Ensure quality performance and productivity standards are met

Client Relations -Work with business partners to ensure that plans and schedules are integrated into staffing activities.

Provide feedback on issues internal to the client that may be causing staffing challenges.

Compile and report statistics on the company's performance to the management team.

Fulfillment Implementation Plan

Hobbie Professional Staff Management will aim to enhance the long-term productivity of The Commonwealth of Pennsylvania. The true cost of outsourcing your hiring requirements involves much more than knowing

the "bill rate." Our strategies focus on improving employee attendance, turnover, attitude, work ethic, and skill levels which result in higher productivity.

Phase 1 Immediate Recruiting Response:

Immediately Upon New Award By The Commonwealth of Pennsylvania:

Carefully screen and recruit individuals for specific needs. Develop customer specific screening, orientation and placement materials/practices to be approved by a representative of the Client. Search extensively for people who possess the desired skills and attitudes. Invest considerable time and effort in evaluating their eligibility for the work that will be assigned to them. We estimate that less than 15% of the people who complete the application and screening processes are submitted and/or extended employment offers by Hobbie Professional Staff Management.

Phase 2 Near Term Performance Review:

Within 30 Days of New Award By The Commonwealth of Pennsylvania:

Following the approval of Client, Hobbie Professional Staff Management shall task Client Service Manager with handling any performance improvement needs found during the initial rollout. This individual will immediately enact programs to support improvement in Hobbie Professional Staff Management's client service team's daily routine. Likewise, other fulfillment and managerial staff will be available to develop a more personalized relationship with members of Client's operation's team. A program risk profile will be conducted at this time. All established customer requisition response times will be evaluated and an updated short term performance expectation will be agreed upon and used until a more thorough review of key performance indicators is completed.

Phase 3 Review of Key Performance Indicators:

Quarterly as determined By The Commonwealth of Pennsylvania:

Service performance audits are critical to measuring our success as your service provider. All key performance indicators are assessed along with the appropriate standards through a thorough needs analysis of the requirements and goals of Client's operations management team.

These typically include:

Labor costs as percentage of overall production costs or as a percentage of sales

Productivity measures developed in conjunction with the client

Turnover/Time to fill, Reason assignment ended, Absenteeism/lost time.

"Utilization": Number of workers at their positions as a percentage of required workers, Down time due to inadequate number of workers.

Lost time accidents and overall workers compensation costs

Phase 4 Proposals for Increased Service Offerings (if necessary within 14 days of KPI review):

Immediately following a supplier performance audit If in accordance with the goals of The Commonwealth of Pennsylvania, Hobbie Professional Staff Management will develop additional proposals to meet their evolving needs. These programs can include full scale workforce or business process outsourcing solutions to include: recruitment process outsourcing, managed workforce programs, etc.

APPENDIX D

REGULATORY LICENSING STAFF **POSITION DESCRIPTIONS**

FOR THE BUREAU OF HUMAN SERVICES LICENSING (BHSL),
THE OFFICE OF MENTAL HEALTH AND SUBSTANCE ABUSE
SERVICES (OMHSAS), AND THE OFFICE OF CHILDREN,
YOUTH AND FAMILIES (OCYF)

LICENSING TECHNICIAN

POSITION PURPOSE:

This position is a Licensing Technician for child residential, child day treatment, and mental health programs. This position is responsible for conducting inspections for the purpose of enforcing state laws and regulations governing the licensing of child residential, child day treatment, and mental health programs to ensure the health, safety and well-being of residents and individuals served.

Required Minimum Starting Wage: \$28.00/hour

EDUCATIONAL REQUIREMENTS / WORK EXPERIENCE / TRAINING:

Minimum Educational Requirements: Bachelor's degree in a Health or Human services related course of study. Examples, but not limited to: Nursing, Social Work, Psychology, Occupational Therapist, Physical Therapist, Physician, Emergency Medical Technician (EMT)

OR

Associates Degree in a Health or Human Services related course of study AND 2 years' experience working in that field of study

OR

A minimum of one (1) year experience in a health or human services related field demonstrating (i.e. Social Work, Social Sciences, Medical, Nursing, Auditing) an ability to perform the description of duties and essential functions.

DESCRIPTION OF DUTIES:

Conducts initial, annual, interim, provisional follow-up, and monitoring inspections of child residential, child day treatment, and mental health programs. A geographical area is assigned; however, may work throughout the commonwealth. Inspections are conducted in accordance with applicable statutes, regulations, policies and procedures, to determine compliance with state laws and regulations related to licensing.

Conducts complaint and incident inspections with a high degree of independence and discretion as assigned and in accordance with applicable statutes, regulations, policies, and procedures, to investigate the factual circumstances related to the complaint or incident, in order to determine compliance with applicable state laws and regulations.

Investigates alleged illegal operations, including assessing resident needs.

Assists in the relocation of residents from noncompliant facilities to new living arrangements on emergency and planned basis. This may include: identifying alternative living options, working with Department program offices, placement, and service agencies to determine resident appropriate setting.

Monitors the implementation of plans of correction.

Works cooperatively with state, local and private agencies to obtain information relevant to the compliance of facilities with state laws and regulations.

Testifies in administrative and commonwealth court hearings regarding inspection findings in collaboration with Department counsel and other Department officials. Interviews child residential, child day treatment, and mental health program residents or individuals served, staff persons, family members, facility service agency staff, medical professionals, law enforcement officials and others. In the course of conducting licensing inspections, gathers information relevant to the compliance licensed settings with state laws and regulations.

Reviews technical, medical, legal and programmatic documents generated by licensed settings, human service agencies, medical facilities and professionals, law enforcement agencies, and others to gather information relevant to the compliance with state laws and regulations.

Plans and directs licensing inspections in collaboration with supervisory staff, other licensing representatives, and other Department program office staff.

Uses computers and peripherals to prepare violation reports and other licensing documents in accordance with policies and procedures.

Recommends license and enforcement action based on inspection findings and professional judgment.

Prepares licensing packets in accordance with policies and procedures.

Provides technical assistance and advice to providers of licensed settings and staff related to compliance with state laws and regulations.

Responds to regulatory and licensing inquiries related to child residential, child day treatment, and mental health programs.

Maintains working knowledge of state laws, regulations, regulatory interpretations, policies and procedures, and management directives related to licensed settings.

Performs related work as required or assigned.

ESSENTIAL FUNCTIONS:

1. Valid driver's license due too extensive travel. Occasional overnight travel throughout the Commonwealth, predominantly in an assigned geographical area;
2. Conduct licensing complaint, and incident inspections using visual observations and document review to determine physical and written compliance with regulations;
3. Communicate verbally and in writing; prepare written reports, conduct interviews, gather, and analyze data as applied to complex regulations and laws
4. Ability to prepare and present testimony at hearings as needed. Conduct interviews, testify at hearings;
5. Ability to effectively use computer equipment and peripherals, software applications and other office equipment
6. Ascend/descend stairs to access all regulated areas of facilities;
7. Ability to travel using own vehicle throughout designated region and report to alternate work sites as needed
8. Required to establish home-based office;

LICENSING TECHNICIAN SUPERVISOR

POSITION PURPOSE:

Directly supervises contracted regulatory technicians in the inspection of child residential, child day treatment, and mental health programs to ensure the health, safety and well-being of residents and individuals served in accordance with Commonwealth laws and regulations. Assigns licensing inspections, reviews and processes inspection and licensing documents. Recommends enforcement action based on inspection and investigation findings. Prepares reports and other documents related to licensing. Trains and provides developmental opportunities for regulatory technicians. Develops and maintains staff schedules, manages workflow. Prioritizes work unit tasks and reviews work products. Prepares investigation plans. Performs the work of subordinates in complex or sensitive cases. Writes and updates alerts.

Required Minimum Starting Wage: \$32.00/hour

EDUCATIONAL REQUIREMENTS / WORK EXPERIENCE / TRAINING:

Minimum Educational Requirements:

Bachelor's degree in a Health or Human services related course of study. Examples, but not limited to: Nursing, Social Work, Psychology, Occupational Therapist, Physical Therapist, Physician, Emergency Medical Technician (EMT)

OR

Associates Degree in a Health or Human Services related course of study AND 2 years' experience working in that field of study

OR

A minimum of one (1) year experience in a health or human services related field demonstrating (i.e. Social Work, Social Sciences, Medical, Nursing, Auditing) an ability to perform the description of duties and essential functions.

PLUS

Two (2) years documented experience in a personnel management role in a Health and Human Services field

DESCRIPTION OF DUTIES:

Supervises licensing technicians. performs a full range of supervisory duties to include employee performance management, training, coaching and enforcing Department policies and procedures. Substantial independent decision-making with a high degree of discretion.

Regional management of operations in consultation with the Regional Director and/or the Director of Operations. Assigns, directs and oversees initial, renewal, interim, complaint, provisional follow-up, and monitoring inspections for licensed settings.

Receives, prioritizes, assigns, and monitors complaint and incident investigations in accordance with applicable policies and procedures.

Manages workload through prioritization, workflow tracking, human resource management, and subordinate training and direction in accordance with established policies and procedures, and with the use of approved workload management tools.

Reviews and approves Licensing Technicians' travel plans in accordance with Department policies and procedures. Reviews and approves travel expense submissions and overtime requests and submissions in accordance with Department policies and procedures.

Reviews and approves Licensing Technicians' timesheets ensuring accuracy.

Develops, directs, and oversees special monitoring plans for facilities operating under enforcement actions. Works with Department program offices, placement, and service agencies, to arrange and provide for appropriate referrals, program supports and placement assistance.

Develops and implements emergency and planned resident relocations for licensed settings that are closing. Coordinates the closure plan and works cooperatively with Department program offices and local interagency teams to design and implement an effective, timely, closure strategy to meet the individual needs of residents.

Prepares, directs and implements an individual training plan for each licensing technician.

Coordinates licensing-related issues with state, federal and local agencies, including building code enforcement, local and state law enforcement, Office of Attorney General, Department of Environmental Protection, and others.

Reviews and approves Licensing Technicians' inspection work, investigation findings, and violation reports.

Reviews and approves licensed setting plans of corrections. Writes plans of correction amendments and directed plans of correction.

Determines compliance status of plans of correction and documents decisions on violation reports.

Reviews and approves licensing packets recommending the issuance of licenses or enforcement action as required by law, regulation, policy, and professional judgment.

Responds to questions and provides technical assistance to Department program offices, licensed settings, placement and service and agencies, and law enforcement.

Testifies in administrative and Commonwealth Court hearings regarding inspection and investigation findings.

Uses computers and peripherals to prepare narrative violations reports, licensing documents and work flow analyses in accordance with applicable policies and procedures.

Performs related work as required or assigned.

ESSENTIAL FUNCTIONS:

1. Supervises licensing technicians;
2. Independent control and decision-making regarding licensed setting issues.
3. Valid driver's license due to extensive travel and overnight travel throughout the Commonwealth, predominantly in an assigned geographical area;
4. Ability to prepare and present testimony at hearings as needed. Conduct interviews, testify at hearings;
5. Communicate verbally and in writing; prepare written reports, conduct interviews, gather, and analyze data as applied to complex regulations and laws
6. Ability to effectively use computer equipment and peripherals, software applications and other office equipment
7. Ascend/descend stairs to access all regulated areas of facilities.
8. Ability to travel using own vehicle throughout designated region and report to alternate work sites as needed
9. Required to establish home-based office;

WORKLOAD MANAGER

POSITION PURPOSE:

This position is the Workload Manager for DHS. This position conducts research and evaluation, develops and manages information systems (i.e., complaint and incident tracking systems), conducts evaluations of complaint investigations, assigns priority levels for each complaint received, assists in assigning staff to particular complaints, and incidents needing further investigation, and coordinates law enforcement referrals and investigations.

Required Minimum Starting Wage: \$28.00/hour

EDUCATIONAL REQUIREMENTS / RELAVANT WORK EXPERIENCE TRAINING:

Minimum Educational Requirements:

Bachelor's degree in a Health or Human services related course of study. Examples but not limited to: Nursing, Social work, Psychology, Occupational Therapist, Physical Therapist, Physician, Emergency Medical Technician (EMT)

OR

Associates Degree in a Health or Human Services related course of study AND 2 years' experience working in that field of study

OR

A minimum of one year experience in a health or human services related field demonstrating an ability to perform the description of duties and essential functions.

DESCRIPTION OF DUTIES:

Conducts program and information system analysis on a statewide basis.

Assists in implementation of enforcement orders, such as emergency closure orders and prohibition of access orders.

Schedules and coordinates all licensed setting inspections for the region. Conducts meetings with licensing staff for scheduling and other matters.

Oversees the regional fines management system, reviewing, and evaluating corrective action plans and monitors the implementation. Conducts onsite inspections for verifying corrective action plans.

Coordinates referrals and criminal investigations with law enforcement agencies, including state and local police and Office of the Attorney General.

Reviews content of incident reports and complaints. Follows-up with providers and complainants as needed for additional information. Assesses and assigns priority levels for complaints and incident reports received. Assigns complaint/incident inspections to the Licensing Representatives/Technicians for further investigation.

Files incident reports and other licensing documents or scans such documents to electronic records.

Designs and conducts research studies relating to licensed settings.

Assists in data entry and data analysis relating to licensed settings. Takes complaints and enters them into the complaint tracking system. Enters incident reports into incident tracking system.

Generates weekly and monthly reports and ad hoc reports using data collection methods and tools; prepares tables and graphs from analysis for inclusion in Departmental statistical reports.

Ensure data integrity through regular monitoring of database systems.

Organizes and analyzes data which may involve reviewing regulator information or applying statistical methods to analyze data in order to draw conclusions, make recommendations, and suggest system improvements and program alternatives.

Reviews, analyzes, and recommends revisions to existing and proposed policies, regulations, and procedures.

Coordinates the maintenance of information technology applications to support program operations.

Responds to inquiries from providers, other state and local agency officials, consumers, Department licensing staff, and Department program offices.

Oversees the usage of equipment for the region; coordinates all necessary equipment needed to conduct presentations and trainings provided in the regional office.

Provides guidance and direction to licensing representatives/technicians in the regional office regarding complaint and incident information and their respective tracking systems.

Provides technical support for all staff in the office. Provides training to staff on equipment, database systems and software programs.

This position reports to the DHS Regional Director.

Performs related work as required.

ESSENTIAL FUNCTIONS:

1. Valid driver's license due to travel. Occasional overnight travel throughout the Commonwealth, predominantly in an assigned geographical area;
2. Writes clear and concise policy and procedures;
3. Gathers and analyzes regulatory and statistical data to apply it to complex regulations and laws;
4. Comprehends state and federal laws and regulations to conducts national and state research;
5. Ability to effectively use computer equipment, peripherals, software applications, and other office equipment.
6. Ability to communicate verbally and in writing;
7. Prepares weekly and monthly, ad hoc statistical, and narrative reports;
8. Maintains licensing software applications, tracking systems and equipment;

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.
- 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 DHS 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.

- 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 DHS 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.

- (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

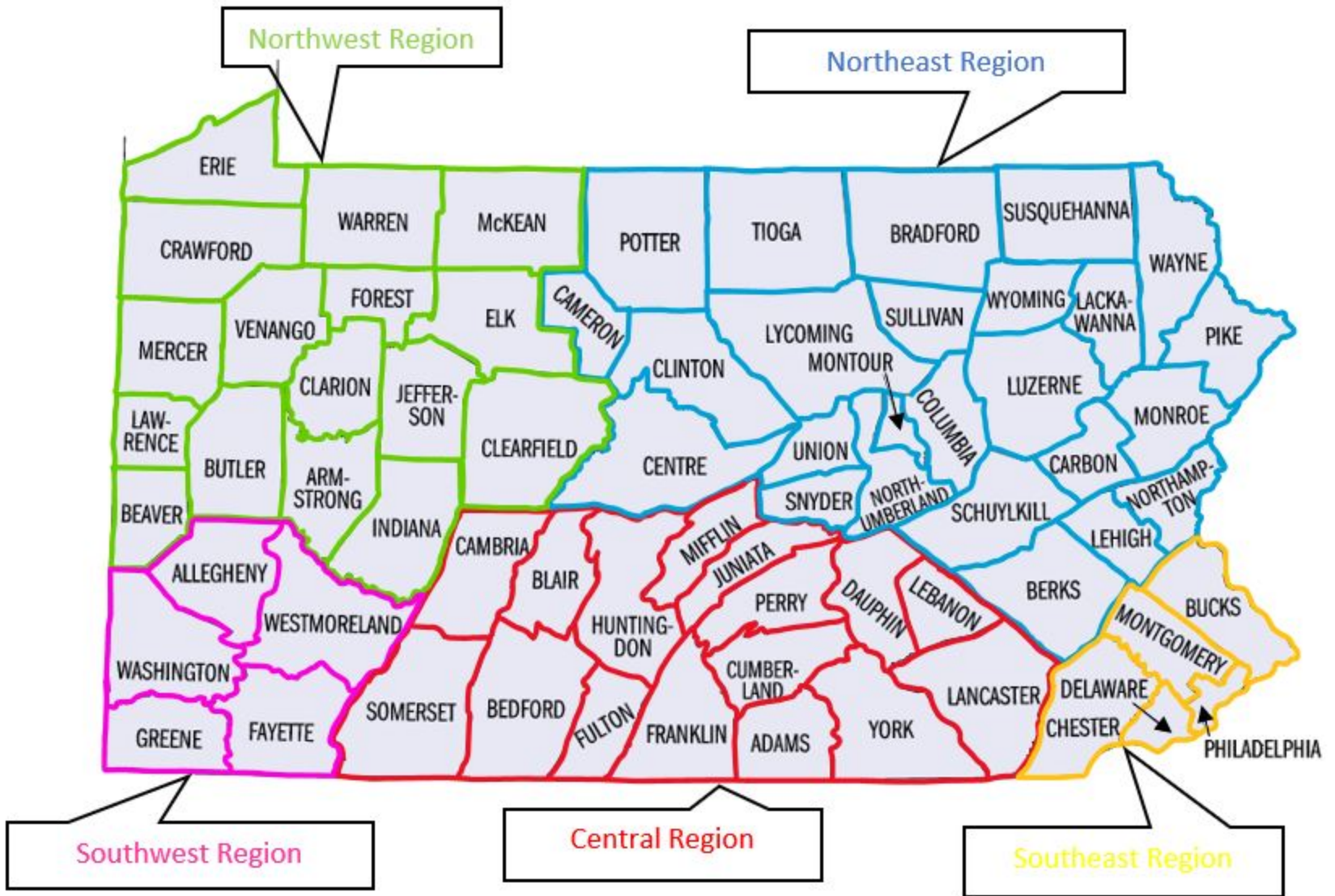
shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum or applicable laws and agency guidance.

- (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.

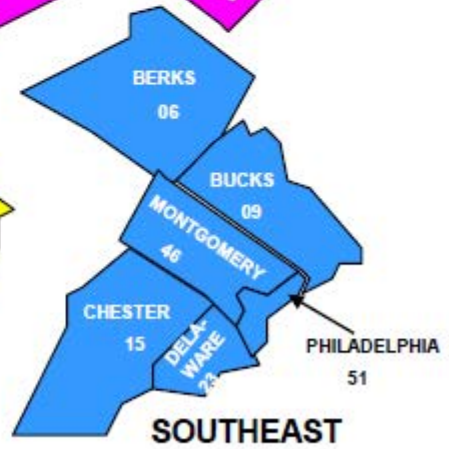
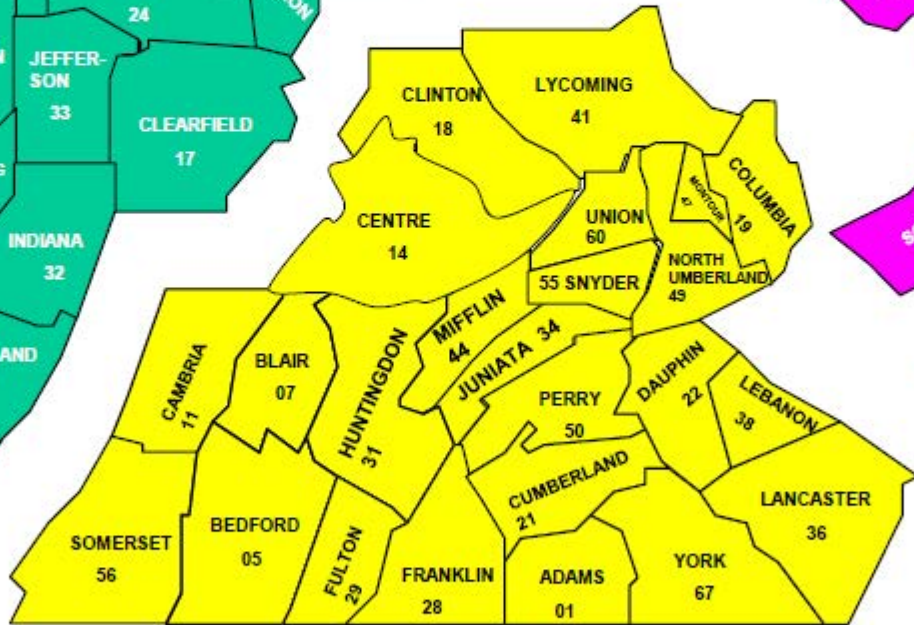
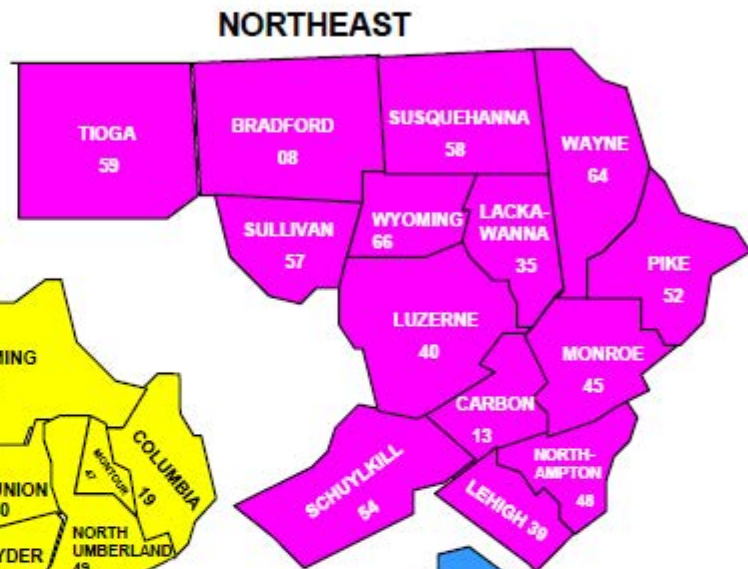
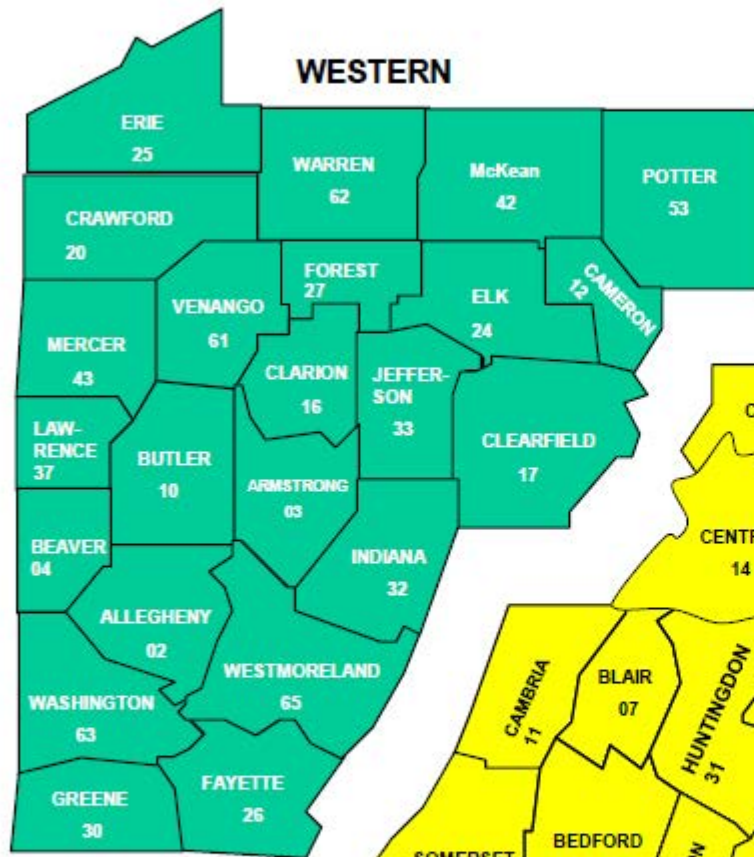
4. OBLIGATIONS OF COVERED ENTITY:

- 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

- 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.



BHSL & OHMSAS Region Map



NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that
HOBBIE PROFESSIONAL STAFF MGMT INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s):

Procurement Services

CERTIFICATION NUMBER: **215966-2022-03-SB**

CERTIFICATION TYPE: **SMALL BUSINESS**

ISSUE DATE: **03/23/2022**

EXPIRATION DATE: **03/23/2024**

RECERTIFIED DATE:

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive, flowing style.

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of 15 - GENERAL SERVICES to satisfy a need for DHS Regulatory Licensing Staff.

I.2 IFB-001.1b Purpose - Restricted Small Business Procurement (July 2012)

The Commonwealth identified this procurement as fitting the established criteria under the Small Business Procurement Initiative set forth in Executive Order 2011-09. Accordingly, only those bidders who are certified as a Small Business through the Department of General Services' self certification process found at www.smallbusiness.pa.gov are eligible to submit a bid and be awarded a contract in response to this IFB. In order to be eligible to receive an award in response to this procurement, the bidder must be certified at the time of bid opening and include a copy of the certification in the bid response.

I.3 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Proce Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.4 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.5 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.6 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.DGS.PA.GOV it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.7 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the

form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).

b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.8 IFB-013.2 Small Business Procurement (July 2012)

In order to be eligible to submit a bid in response to this procurement, a bidder must be certified as a Small Business with the Department of General Services at the time of bid opening. A copy of the Small Business Certification must be submitted with the bid response. Failure to submit the certification with the bid may result in the bid being rejected as non-responsive.

I.9 IFB-024.1 Bid Protest Procedure (April 2016)

The Bid Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

I.10 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.11 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.12 IFB-031.1 Alternates (Oct 2013)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If

no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated “no substitute,” this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.13 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
 - 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.

- 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. **Firm Bid.** Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. **Clarification and Additional Information.** After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

I.16 Submission-001.1 Representations and Authorizations (February 2017)

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

II.3 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: 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). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJ>

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1a Method of Award (February 2012)

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB to the lowest responsive and responsible bidder. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1b Statement of Work (Nov 2006)

The Commonwealth is seeking bids to procure the services set forth in the attached document entitled "Statement of Work."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 02 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 Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 3 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(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-002.3 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.5 CONTRACT-003.1a 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 electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

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.6 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.

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

V.7 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.8 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.

V.9 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.10 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.11 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.12 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 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.13 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.14 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.15 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.16 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.17 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 Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

V.18 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

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.19 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.20 CONTRACT-015.1A Compensation/Expenses (Oct 2013)

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 (July 2021)

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;
- 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.

V.22 CONTRACT-016.1 Payment (Oct 2006)

- 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.
- 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 Payment – Electronic Funds Transfer (July 2022)

- The Commonwealth will make contract payments through 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).
- 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.
- 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 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 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;
 - 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 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 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.
- 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.
- 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 represents 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.

V.35 CONTRACT-028.1 Contractor Integrity Provisions (January 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.

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.

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

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's

Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)

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 search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

V.37 CONTRACT-030.1 Americans with Disabilities Act (July 2021)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

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

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

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- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, 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.

V.41 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 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 IFB; and the Contractor's Bid in Response to the IFB.

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.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers 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 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 (Oct 2013)

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

V.48 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or

disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

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.

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 2022)

1. Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$15.00 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, 2023, and annually thereafter, the minimum wage rate shall 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.

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.