



April 5, 2023

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) #67-159.

All questions regarding this RFA must be directed by e-mail to rsalters@pa.gov, no later than 12:00 p.m. on **April 19, 2023**. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted at www.emarketplace.state.pa.us. Click on 'Solicitations' and search for the above RFA number.

Please submit one application, (Part 2 of this RFA) by email to RA-DHHEALTH_DEPT_DOC@pa.gov. The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded. Applications must be received no later than 1:30 p.m. on **May 3, 2023**. Applications can be submitted as soon as they are ready for submission; to prevent late submissions, applicants are encouraged to not wait until this closing date and time. The timestamp on the received application email in the RA-DHHEALTH_DEPT_DOC@pa.gov inbox is the final and only timekeeper to determine if the application was received by the deadline.

LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.

Please type "APPLICATION ENCLOSED RFA #67-159" as the subject line of your e-mail submission.

We expect that the evaluation of applications and the selection of Grantees will be completed within eight weeks of the submission due date.

Sincerely,

Office of Procurement
For Agency Head

Enclosure

Request for Application
Safe Firearm Storage Program

RFA Number
67-159

Date of Issuance
April 5, 2023

Issuing Office: Pennsylvania Department of Health
Office of Procurement
Email: RA-DHHEALTH_DEPT_DOC@pa.gov

RFA Project Officer: Rashad Salters
Pennsylvania Department of Health
Bureau of Health Promotion & Risk Reduction
Division of Violence Prevention
Email: rsalters@pa.gov

Safe Firearm Storage Program

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Application Forms and Attachments

- I. Cover Page
- II. Certifications
- III. BOP-2201 Worker Protection and Investment Certification Form
- IV. Work Statement
- V. Budget Template is downloadable and is attached for completion of the budget request

Any Grant Agreement resulting from this RFA will include certain standard terms and conditions, which will either be attached as paper appendices or incorporated by reference and may be found at <http://www.health.pa.gov/vendors>. These terms and conditions are listed below:

- Payment Provisions (Rev. 9/21)
- Standard General Terms and Conditions (Rev. 2/21)
- Audit Requirements (Rev. 8/18)
- Commonwealth Travel and Subsistence Rates (Rev. 8/18)
- Federal Lobbying Certification and Disclosure (Rev. 12/05)
- Pro-Children Act of 1994 (Rev. 12/05)
- Preventive Health and Health Services Block Grant Provisions (Rev. 12/05)

PART ONE

Safe Firearm Storage Program

General Information

A. Information for Applicants

In 2018, more Pennsylvanians died by firearm than in motor vehicle accidents (1,654 compared with 1,303, respectively). The number of fatalities resulting from motor vehicle accidents has declined yearly, whereas firearm-related fatalities have steadily increased (1,654 in 2018 compared to 1,485 in 2015).

Shootings, intentional or unintentional, occur daily in communities across Pennsylvania. In every case, these events represent a potential for injury; in the most tragic case, they can result in death. In February 2020, the Special Council released the Report of Findings, Recommendations and Action Steps. Safe firearm storage was noted as a recommendation “How the Commonwealth should explore enacting legislation requiring the safer handling and storage of firearms, including Child Access Prevention laws”.

Secure firearm storage is an essential part of home safety. With more firearms in more homes due to an unprecedented surge in firearm sales over the past two years, it’s more important than ever for parents and caregivers to know how safe firearm storage protects children and others. During the COVID-19 pandemic there has been a rise in unintentional shootings by children and gunfire on school grounds. And in 2020, firearm suicide among children ages 17 and under reached the highest rate in more than 20 years and firearms became the leading cause of death among children in the United States. Storing firearms securely can help prevent these tragedies and keep families safe.

The purpose of the Safe Firearm Storage Program is to take a public health approach to decrease injuries and deaths due to firearms. The intended population is firearm owners in three Pennsylvania counties: Philadelphia, Allegheny, and Delaware, covering regions of the state with the highest rate of firearm related deaths.

Through this RFA process, the Pennsylvania Department of Health (Department) is soliciting Grant applications for the Safe Firearm Storage Program. The Department is interested in funding applications addressing safe firearm storage in the following counties which have the highest rate of firearm related deaths: Allegheny, Delaware, and Philadelphia. The overall goal of this funding is to promote safe firearm storage by taking a public health approach using evidence-based methods to decrease unintentional deaths and injuries due to firearms. The anticipated Grant Agreement term is July 1, 2023 to June 30, 2026 subject to the availability of funding. If the anticipated effective date is changed by the Department for the resulting Grant Agreement, the term is expected to remain a total of 36 months, subject to the availability of funding.

At the Department’s discretion and by letter notice, the Department may renew the resulting Grant Agreement for the following term: two one-year renewals.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement under one of the following sets of terms:
 - a) If no renewal options were previously exercised, pursuant to the terms and conditions of the final year of the original Grant Agreement; or
 - b) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - c) Pursuant to the terms and conditions of the original Grant Agreement as amended, including Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments; or
 - d) At a maximum percentage of 10% under one of the following conditions:
 - (i) If no renewal options were previously exercised, to increase the Grant amount to reflect cost changes based on the final budget year of the original Grant; or
 - (ii) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - (iii) To include any increase in work documented in a previous Amendment to the original Grant Agreement, including any SAFs, DIFs, FRCOs, Budget Revisions, or formal Amendments. The increase in work shall be limited to deliverables established in the Grant Agreement as previously amended; or
 - e) To decrease the Grant amount, provided there is no change to the scope of work being performed.
2. Notwithstanding Paragraph (1)(d) above, line-items within the budget categories of Supplies/Equipment, Travel, and Other may be eliminated or the line-item amounts decreased provided there is no alteration to the scope of work.
3. The percentage listed in Paragraph (1)(d) above, represents the maximum allowable increase per budget category and in the total Grant amount.
4. Nothing in this section is intended to permit an alteration in the scope of work of the original Grant Agreement.
5. The Department is not obligated to increase the amount of the Grant award.
6. The percentage increase set forth in Paragraph (1)(d) above, shall apply over the entire

renewal term, even if the renewal term exceeds one year.

7. All renewal terms are subject to the other provisions of the resulting Grant Agreement, and the availability of funds.

Applications are welcomed from any community-based institution or organization such as local Health Departments, Health Systems, Health Clinics, Federally Qualified Health Centers, Non-profit organizations, Local government, 501 (c) (3), and other clinical settings who are able to provide services in Allegheny, Delaware, and Philadelphia counties. Additional information about how to apply, relevant and specific restrictions, and stated preferences regarding applicants are noted and outlined in Section B. Applicants are encouraged to be innovative and creative in their approach.

This RFA provides interested and eligible parties with information to prepare and submit applications to the Department. Questions about this RFA can be directed to Rashad Salters at rsalters@pa.gov, no later than 12:00 p.m. on April 19, 2023. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted under the RFA Solicitation at www.emarketplace.state.pa.us. Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania providers are required to enroll in the SAP system. Applicants may enroll by selecting “Non-Procurement” at: <https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx> or by calling toll free at 1-877-435-7363. The PDF and MP4 embedded links next to “Non-Procurement” provide guidance on enrolling.

B. Application Procedures

1. General

- a) Applications must be received by the Department by the time and date stated in the cover letter. The Department will reject any late applications. The decision of the Department with regard to timeliness of submission is final.
- b) If it becomes necessary to revise any part of the application guidelines, an amendment will be posted under the RFA Solicitation at www.emarketplace.state.pa.us.
- c) The decision of the Department with regard to selection of applicants is final. The Department reserves the right, in its sole and complete discretion, to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- d) The Department is not liable for any costs the applicant incurs in preparation and

submission of its application, in participating in the RFA process or in anticipation of award of the resulting Grant Agreement(s).

- e) The Department reserves the right to cancel the RFA at any time up until the full execution of the resulting Grant Agreement(s).
- f) Awarded applicants and non-selected applicants shall not be permitted to issue news releases pertaining to this project prior to official written notification of award by the Department review committee. Any subsequent publication or media release issued by the Grantee throughout the life of the Grant using funding from this Grant Agreement must acknowledge the Department as the granting agency and be approved in writing by the Department.

2. Evaluation of Applications

All applications meeting stated requirements in this RFA and received by the designated date and time, will be reviewed by a committee of qualified personnel selected by the Department. The Review Committee will recommend applications that most closely meet the evaluation criteria developed by the Department. If the Review Committee determines that additional clarification of an application is needed, Division of Violence Prevention staff and staff from the Office of Procurement will schedule an oral presentation, either in person or via a conference call, or assign a due date for the submission of a written clarification, or both.

Evaluation criteria used by the Review Committee, include:

1. Statement of the Problem
2. Program Goals and Objectives
3. Performance Measures
4. Program Design and Implementation
5. Timeline
6. Capability and Competency
7. Budget Detail and Budget Narrative

3. Awards

Grants will be administered through the Department.

All applicants will receive official written notification of the status of their application from the Department. Unsuccessful applicants may request a debriefing. This request must be in writing and must be received by the Division of Violence Prevention within 30 calendar days of the written official notification of the status of the application. The Division of Violence Prevention will determine the time and place for the debriefing. If the debriefing is held via Microsoft Teams, a link, phone number, and conference ID number will be provided. The debriefing will be conducted individually by the Division of Violence Prevention staff. Comparison of applications will not be

provided. Applicants will not be given any information regarding the evaluation other than the position of their application in relation to all other applications and the strengths and weaknesses in their individual application.

4. Deliverables

The awarded applicants shall clearly outline in their application how they shall meet all deliverables outlined in this section. The applicant must meet all the deliverables directly or share certain deliverables with subcontractors. Note that all deliverables must be provided within the region applied for, and the funded applicant is responsible for completion of deliverables listed. Awarded applicants shall provide the following services and be willing to meet the following requirements and responsibilities:

- a) The awarded applicants shall identify and connect with local stakeholders to develop a community engagement plan that disseminates safe firearm storage through education and communication materials in at least three different formats.
- b) The awarded applicants shall select and implement an evidence-based safe firearm storage education program and teach safe storage best practices, including locking firearms in a secure place such as a gun safe or cabinet or using safety devices such as trigger or cable locks program to targeted population in each designated county.
- c) The awarded applicants shall develop a strategy for recruitment of participants within their respective counties. A minimum of 100 participants shall be recruited and participate in the program.
- d) The awarded applicants shall have a minimum of one staff person dedicated to providing training in proper handling and storage of firearms throughout the duration of the resulting Grant Agreement. However, these staff members shall not be required to be full time staff. The awarded applicants shall notify the Department if any of the trained personnel have left the program or organization and shall submit a plan for additional staff training.
- e) The awarded applicants shall collect program data on participants and report to the Department who shall review the submitted data reports.

5. Reporting Requirements

Applicants shall describe in their application how they would meet all the requisite reporting requirements listed in this section:

- a) The awarded applicant(s) shall submit quarterly reports to the Department. These

- quarterly reports shall be provided for each of the following the periods: July to September, October to December, January to March, and April to June. These quarterly reports are due within 15 calendar days after the end of each quarter.
- b) The awarded applicant(s) shall submit a written mid-term report to the Department summarizing information contained in the quarterly reports within 15 calendar days after the end of each state fiscal year. Annually, the applicant shall submit a success story.
 - c) The awarded applicant(s) shall submit a final written report to the Department summarizing and de-duplicating information contained in the annual reports within 45 calendar days following the termination of the Grant Agreement. The final report shall summarize all work done over the term of the Grant Agreement. This final report shall include the following for each county served: barriers and challenges, tracking of educational sessions/training and items provided, update on partnerships to provide additional services to local target population, and short success stories of participating youth, families and community members.
 - d) The awarded applicant(s) shall include in all required reports for those served in county at a minimum, data on client demographic information, updated lists of regional and community-based partners and collaborations, target population and family engagement, provision of education and outreach, program evaluation data and findings, summary of all activities conducted during each respective reporting period.
 - e) The awarded applicant(s) shall initially and annually report identified service gaps, barriers and challenges to Safe Firearm storage program, social determinants of health, or other systemic issues which prevent access to safe firearm storage.
 - f) The awarded applicant(s) shall collect and report participant satisfaction data measuring the quality of participant relationships and services, including feedback from the selected applicant and the selected applicant's target population to the Department on annual basis, in a format to be provided by the Department. Data shall be collected using forms, surveys, focus groups or other methods provided by the Department.
 - g) The awarded applicant(s) shall collect and report on program impact by collecting and reporting participant pre and post test data following each implemented program's guideline. This data shall include but not limited to number of participants per training session, and participant demographic data of age, race, and gender.
 - h) The awarded applicant(s) shall also report to the Department, the number of community partnerships reached/collaborated with.
 - i) The awarded applicant(s) shall maintain supporting documentation related to invoices, monitoring meetings, quarterly and annual reports, and program evaluation for a period of seven years.

C. Application Instructions and Required Format

1. Application Instructions

The following is a list of requirements.

- a) The applicant must submit one application (Part Two of this RFA), by email to RA-DHHEALTH_DEPT_DOC@pa.gov. The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded.
- b) The application must be received by the date and time specified in the cover letter. Applicants should consider that technical difficulties could arise and allow sufficient time to ensure timely email receipt. **(Late applications will be rejected, regardless of the reason). The application can be submitted as soon as it is ready for submission; to prevent late submissions, applicants are encouraged to not wait until the closing date and time in the cover letter.**
- c) Please note there is a 10MB size limitation per email. If the application exceeds 10MB, zip the file to reduce the size or submit multiple emails so the entire application is able to be received.
- d) The application must be submitted using the format described in subsection 2, below – Application Format.
- e) The Certifications Form must be completed and signed by an official authorized to bind the applicant/organization to the application.
- f) The Worker Protection and Investment Certification Form (BOP-2201) must be completed and signed by an official authorized to execute the certification on behalf of the applicant, and certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.
- g) Letters of commitment, Memorandum of Understanding, resumes or curriculum vitae and other attachments to support the work statement narrative are not included in the 15-page limit, specified below in section 2. d.

Applicants are strongly encouraged to be brief and clear in the presentation of ideas.

2. Application Format

Applicants must follow the format as described below to complete Part Two of this RFA. Applications must be typewritten on 8 ½” by 11” paper, with a font size no smaller than 10 point and margins of at least ½ inch.

- a) **Cover Page** – Complete the form.
- b) **Certifications Form** – The Certifications Form must be completed and signed by an official authorized to bind the applicant/organization to the application.
- c) **Worker Protection and Investment Certification Form (BOP-2201)** – BOP-2201

must be completed and signed by an official authorized to execute the certification on behalf of the applicant, and must certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.

- d) **Work Statement** – The work statement narrative must not exceed 15 pages. Provide a narrative description of the proposed methodology addressing the following topics:
- 1) **Statement of the Problem:** Applicants shall provide a comprehensive statement that summarizes the organization’s understanding of the problem, scope of work, and needs of the population to be served. The applicants shall demonstrate an understanding of the need for evidence-based and effective safe firearm storage programs. Applicants shall demonstrate an understanding of health disparities among the target population. Applicants shall also demonstrate an understanding of the need to provide culturally competent services to target population without regard to race, ethnicity, gender identity or sexual identity.
 - 2) **Program Goals and Objectives:** Applicants shall describe and outline the project’s goals in delivering the selected program. In this section, applicants shall also explain how they shall accomplish its goals. Objectives shall be clearly linked to the problem. Goals shall be clearly stated and demonstrate that the services provided are culturally, linguistically, and cognitively appropriate for the population being served.
 - 3) **Performance Measures:** Applicants shall describe a clear plan for monitoring and evaluating the Safe Firearm Storage program. The applicant shall describe a plan to track and provide outcome measures (for example, number of participants, age, sex, race/ethnicity, gender identity, and number of sessions conducted). The specific performance measures collected will be determined by the Department. Applicants shall describe ongoing strategies for monitoring individual and program performance to identify and solve problems that could impact success. Applicants shall describe how they shall measure client satisfaction and utilize the data to continuously improve services.
 - 4) **Program Design and Implementation:** Applicants shall describe their plan for implementation of the program, how they will respond to all the requirements of the RFA, and how they will meet the Project’s goal. Applicants shall describe how the target population to be served shall be identified and determined as needing this program. Any existing, potential partners, or individuals who shall be supporting tasks related to this RFA should be identified. Applicants shall describe where sessions shall take place

and describe strategies to ensure the program(s) are accessible. Applicants shall describe their plan for sustaining the program.

- 5) **Timeline:** Applicants shall include a timeline for development and implementation of the proposed Safe Firearm Storage program. The timeline shall describe major tasks associated with the goals and objectives of the project, assign responsibility for each objective, and describe completion of each task by month or quarter for the duration of the award. The shall should be feasible for the deliverables and the outcomes proposed.
- 6) **Capability and Competency:** The applicants shall describe their qualifications related to the requirements described above in the Deliverables Section B. 4. of this RFA, including a description of the applicant’s organizational capacity to serve the target population. Any previous history working with the target population or implementation of similar work on safe firearm storage shall be included. Qualifications of the personnel who would be completing tasks related to this RFA shall also be provided. Qualifications of personnel shall be measured by experience and education. Resumes of the personnel who shall be assigned to complete tasks related to this RFA must be provided.

e) **Budget Detail and Budget Narrative** – Use the downloadable format to present your budget request. Instructions regarding completion of the budget can be found in the last worksheet of the downloadable excel budget file. The anticipated Grant Agreement term is July 1, 2023 to June 30, 2026. The overall 36-month budget for the application shall not exceed \$300,000. The budget must contain an Overall Summary in addition to a Summary with Budget Details for each year.

Overall Summary	<u>July 1, 2023</u> to <u>June 30, 2026</u>	<u>\$300,000.00</u>
Year 1 Summary	<u>July 1, 2023</u> to <u>June 30, 2024</u>	<u>\$100,000.00</u>
Year 2 Summary	<u>July 1, 2024</u> to <u>June 30, 2025</u>	<u>\$100,000.00</u>
Year 3 Summary	<u>July 1, 2025</u> to <u>June 30, 2026</u>	<u>\$100,000.00</u>

Applicants shall include up to a four page budget narrative which justifies the need to allocate funds for items in the spreadsheet of the itemized budget and demonstrates how they will maximize cost effectiveness of Grant expenditures. Applicants shall also explain how all costs are calculated, how they are relevant to the completion of the proposed project, and how they correspond to the information and figures provided in the Budget Detail Summary.

The budget detail and budget narrative are not included in the 15 page limit of the work statement.

See the Budget Definitions section below for more information.

3. **Definitions**

a) **Budget Definitions:**

Personnel: This budget category shall identify each position by job title, hourly rate, and the number of hours per year allocated to the project. Fringe benefits are to be shown as a separate line-item by percentage and shall include a detailed listing of the benefits being covered.

Consultant Services: This budget category shall identify the services to be provided by each consultant including hourly rate and number of hours to be utilized under this Grant Agreement.

Subcontract Services: This budget category shall identify the services to be provided by each subcontractor under this Grant Agreement.

Patient Services: This budget category shall reflect funding dedicated for patient services.

Equipment: This budget category shall reflect the actual or projected cost of any equipment \$5,000 or greater. Justification for the purchase of any equipment must be included. Purchase of equipment is not a priority of the Department.

Supplies: This budget category shall reflect expected costs for general office supplies including personal computers and facsimile machines valued at less than \$5,000, needed to support this project.

Travel: This budget category shall include anticipated expenditures for travel including mileage, hotels and meals.

Other: This budget category shall be used for anticipated expenditures that do not fit into any of the other budget categories such as telephone, printing, postage, and indirect costs (overhead, general, and administrative). Indirect rates cannot exceed the provider's Federally approved indirect cost rate schedule. In the description area under OTHER COSTS include the % that the rate reflects, identify the budget categories to which the rate was applied, and list the specific items that the indirect is paying for.

PART TWO

Pennsylvania Department of Health
Bureau of Health Promotion and Risk Reduction
Division of Violence Prevention

Safe Firearm Storage Program

Request for Applications (RFA) #67-159



COVER PAGE
RFA #67-159

Applicant Name: _____
(*Organization or Institution*)

Type of Legal Entity _____
(*Corporation, Partnership, Professional Corporation, Sole Proprietorship, etc.*)

Federal I.D.#: _____ **Grant Amount:** \$ _____

SAP Vendor #: _____

Address: _____

City _____ **County** _____ **State** _____ **Zip Code** _____

Application Contact Person: _____

Title: _____

Telephone No.: _____ **Fax:** _____ **E-mail:** _____

County (services are to be provided in): _____

CERTIFICATIONS

1. Certification Regarding Debarment and Suspension

- a. The Contractor certifies, in writing, for itself and all 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.
- b. 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.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the Federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth 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.
- e. 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.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth Contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

IF THE CONTRACTOR INTENDS TO USE ANY SUBCONTRACTORS, LIST THEIR NAMES(S), ADDRESS(ES), AND FEDERAL IDENTIFICATION OR SOCIAL SECURITY NUMBER(S) IN THE SPACE BELOW.

2. Certification Regarding Application/Proposal/Bid Validity

This application/proposal/bid shall be valid for a period of 60 days following the time and date designated for bid opening of applications/proposals/bids received in response to this Request for Application/Request for Proposal/Invitation for Bid #67-159.

BY SIGNING BELOW, THE APPLICANT, BY ITS AUTHORIZED SIGNATORY, IS BINDING ITSELF TO THE ABOVE TWO CERTIFICATIONS.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	ADDRESS OF ORGANIZATION
DATE SUBMITTED	CONTRACTOR'S FEDERAL I.D. OR S.S. NUMBER



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>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

Work Statement

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2d Work Statement for completion instructions.

The following language is required to be included in the Work Statement:

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker 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 all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the application.

Budget Template

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2e Budget for completion instructions.

PAYMENT PROVISIONS

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse the Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
 - 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 - 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 - 3. An original invoice shall be sent by the Contractor directly to the address listed in Attachment 1 to this Appendix unless otherwise directed in writing by the Project Officer. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer. The Department's Project Officer may request any additional information he or she deems necessary to determine whether the expenditures in question were appropriately made. The adequacy and sufficiency of supporting documentation is solely within the discretion of the Project Officer.
 - 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. General Conditions for Budget Revisions
 - i. *Budget Revisions At or Exceeding 20%.*
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.

- iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.
 - iv. The Contractor shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
 - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase the line items in that category unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase line item amounts and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to reallocate funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - iii. The number of positions accounted for by any one line item may not be decreased, or consolidated into one position, without prior written approval of the Department.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary from the Contractor based on the Contractor's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. The Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time

requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Contractor shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
 7. The Commonwealth will make payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). Within 10 days of the Grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
 - a. 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 (for Contracts or Purchase Orders) or to the invoice or program (for Grant Agreements).
 - b. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Master Database (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - c. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- D. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.