

Group Violence Intervention Governance Committee

GVI Support and Outreach Partner

Request For Proposals

Funded in whole or in part by ARPA Funds

GVI Support and Outreach Partner

The York City Group Violence Intervention (GVI) is seeking a Community Support and Outreach Partner to provide necessary services tailored to group member involved youth and adults, their families, and victims of gun violence in the community. Group Members are defined as impact players in neighborhoods who drive most of the violence and those who are closely affiliated with the impact players. This includes direct oversight of at least two credible messengers, management of grants related to funding of these positions and being the central point of contact for service coordination for individuals identified through responses to gun violence. Credible Messengers are defined as civilians with lived experience who can easily connect and establish relationships with group members to prevent violence.

Project Description: The City of York and the York City Police Department in partnership with the York County District Attorney's Office, the York County Department of Probation Services, the U.S. Attorney's Office, York City School District Police, and other Community partners formed to create the York City Group Violence Intervention Initiative ("GVI") in 2016. This Initiative draws on an innovative, but proven, focused deterrence approach, the National Network for Safe Communities group violence reduction strategy that has repeatedly been successful in U.S. cities. The initiative engages individuals with histories of gun violence to lower community homicide rates and individual recidivism rates. The group violence Intervention holds that violence can be dramatically reduced when community members and law enforcement partner to directly engage with these groups and clearly communicate:

- A credible, moral message against violence;
- A credible law enforcement message about the consequences of further violence; and
- A genuine offer of help for those who want it.

The goal for the project is to address homicide and serious gun violence county-wide, meaning in those areas where it is a problem, and reduce it to the greatest extent possible. The strategy for York City is designed to produce sustainable reductions in violent crime and to build capacity within the City to sustain the strategy in the long term.

GVI requires energetic partners, unflagging focus, coordinated actions, and substantial organization and planning. Even when actions are not required, the partnership itself needs care and maintenance.

Services to be Provided: The Community Support and Outreach Partner is a critical member of the GVI team. This agency partner will be a member of the GVI Governance Board and will work directly with the GVI Project Manager who guides this initiative. The Community Support and Outreach Partner will provide and administer an assistant project manager and at least two credible messengers. The positions will provide nontraditional, trauma informed support and outreach to individuals directly impacted by gun violence or are at high risk for violent victimization and support the Project Manager as directed. The Community Support and Outreach Partner, its employees and agents will be responsive to the Project Manager. Because of the nature of GVI strategy, most GVI clients are not ready to engage in traditional services and often require continuous engagement after hours and on weekends. As defined in the Support

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& Outreach White Paper published by the National Network for Safer Communities at John Jay College: “Support is defined as providing centralized and accessible services for people at high risk of violence. Outreach in this framework is defined as making deliberate, persistent, and consistent connections to people involved in violence to foster new relationships and build community.”

The successful applicant will use a variety of techniques to achieve these goals. These include, but are not limited to, the following:

- Providing, carrying, and being attentive to the GVI phone and responding to GVI clients who reach out for services and assistance when needed;
- Obtaining funding to meet the needs of individuals for the “big little things” individuals need to be successful, as well as funding for larger items such as funeral and relocation costs;
- Participating in group call-ins with GVI clients. The purpose of these call ins is to deliver the message that we want them safe, alive and free. This message is both for those in attendance and for participants to spread through the community;
- Participating in custom notifications to further deliver the message that we want at-risk individuals to remain safe, alive and free in partnership with law enforcement;
- Providing direct oversight of the assistant manager and credible messengers and deploying them in the community after incidents of gun violence and throughout the community on an ongoing basis to engage with the community to prevent further acts of violence. Credible messengers must form strength-based relationships with justice involved or at-risk youth and adults and their families to form connections and motivate GVI clients to successfully transform their lives to reduce gun violence in the community;
- Respond 24/7 to address GVI related concerns and respond to incidents as they arise;
- Invoke experience working with both juvenile and adult clients to reach the community as a whole; and
- Apply knowledge of Trauma Informed Skills to outreach activities and GVI incident responses.

Agency Qualifications: The Community Support and Outreach Partner should have a strong foundation working in York County and relevant experience in working with criminal justice, nonprofit, public and private sector organizations. Additional points will be given to applicants with existing offices located in York County, preferably York City, and able to demonstrate established connections and partnerships with other community organizations in the City. Experience working with agencies that deliver impactful services in the areas of treatment, health care, family services, housing and reentry services is preferred. The Community Support and Outreach Partner must show an existing infrastructure able to administer the requirements set forth in this RFP and manage the day-to-day activities of this initiative, particularly as response typically occur in the evenings and weekends. The successful Community Support and Outreach

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Partner must have the ability to provide oversight and guidance to the credible messengers, manage their time and expectations, as well as the financial capability and experience to manage the grants that fund these positions. The Support and Outreach Partner will be funded initially by federal funds with the expectation that the successful respondent will pursue additional grant funding to continue the work. The Community Support and Outreach Partner will report to the GVI Project Manager.

Time Frame: The goal is to have the Community Support and Outreach Partner in place by September 1, 2023.

Request For Proposal Submission Requirements: To be considered, proposals submitted in response to this RFP will be of no more than five (5) pages in length, will respond to all requirements stated herein; describe the team that will be responsible for completing the majority of the work, including their qualifications; the experience and approach of the organization; as well as financial management experience and capabilities, particularly experience managing and administering grants from multiple grantors.

On a separate sheet (which will not count toward the five (5) page limit), please provide the names and contact information for up to four (4) references, preferably agencies for which you have recently provided similar services.

Interested applicants must submit their completed proposal in Microsoft Word or PDF Format by US mail or electronic mail to the following:

York City Police Department
ATTN: RFP - CAPT. DAN LENTZ
Mail/Deliver to 50 W King St, York, PA 17401
DLentz@yorkcity.org

Please reference GVI Support and Outreach RFP.

Proposals must be received no later than **4:30 pm on Monday, July 24, 2023**. Proposals received after this time will not be considered.

The York City GVI evaluation committee reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modifications to any proposal, following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interest of the City of York, as determined by the GVI evaluation committee.

RFP Timeline (all dates are tentative)

Date	Description
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July 5, 2023	RFP Issue Date
July 19, 2023	Written questions will no longer be accepted after 4:30 PM
July 24, 2023	RFP due by 4:30 PM
July 26, 2023	Proposals opened at 1:00 PM at York City Police Department
August 2, 2023	Interviewees Notified
August 7-9, 2023	Interviews
August 11, 2023	Recommendation to GVI Evaluation Committee
August 15, 2023	Proposal selected
August 16, 2023	Notify Selected Organization of Award
September 1, 2023	Sign Agreement

RFP Evaluation: If an award is made because of this RFP, it shall be awarded to the respondent whose proposal is most advantageous to the GVI, who is grounded in the community, has the infrastructure to manage the work and has a solid foundation of partners to build community connections. These include, responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; prior experience and knowledge of both York City and York County’s Criminal Justice Systems and connection to and knowledge of York City and County community resources; presentations to the evaluation team (if applicable); any additional qualifications demonstrated by the responsive applicant that is deemed advantageous by the evaluation group to perform the work as outlined in this RFP.

Deliverables/Evaluation Criteria: Proposals must include the following information.

1. Connections to the York County Community and Resources Contained Therein
The responding organization must describe its connection to the York County Community, knowledge of resources and any established partnerships with other community organizations. This should also include a description of how it will leverage existing resources and services to meet the needs of GVI clients.

2. Infrastructure
The responding organization must describe its existing infrastructure and its capacity to effectively manage GVI’s Support and Outreach efforts. This should include what staff will act as assistant project manager and credible messengers, what staff will be dedicated to holding the GVI phone and their ability to respond timely and react to the needs of GVI clients.

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3. Qualifications of Agency or Individual

Applicant strength and stability: The responding organization must review its strengths, stability, experience, and technical competence with managing grants. The organization must list the logic of their project organization and adequacy of labor commitment.

4. Qualifications of Personnel

The responding organization must list the qualifications, education and experience for all project staff and list key personnel's level of involvement in performing related work.

5. Related Experience

The responding organization must identify personnel and organization experience in providing services like those requested herein; specifically experience working with criminal justice agencies and other partners in the community such as the reentry coalition, opioid collaborative, etc.

6. Completeness of Response

All responses must be complete and in accordance with RFP instructions. There will be no exceptions to or deviation from the RFP requirements.

Any questions regarding this RFP should be submitted in writing to Tiffany Lowe at tlowe@yorkcity.org. Questions and responses to these questions will be sent to all applicants via email for the benefit of all potential applicants.

False or Misleading Statements: Responding Organizations must take great care to ensure that sufficient information has been provided to allow for the evaluation the organizations qualifications to provide the services described in this RFP. The evaluation team will not award points for information not provided in a compliant response to this RFP.

The organization understands that if, in the opinion of the evaluation committee, a proposal contains false or misleading information of any kind or does not contain sufficient detail to fully evaluate the proposed plan or proposed price, the response may be rejected or disqualified. The evaluation committee, the City, or the Project Manager will not contact responsive organizations to request additional information or request the submission of additional information. Responsive organizations also understand that if the information provided does not support a function, attribute, capability, or condition as proposed by the organization, the evaluation committee may reject the proposal. The organization further understands that any modifications to the questions in this RFP by the responder may result in immediate rejection of that proposal. By submitting a response to this RFP, the organization warrants the accuracy of the information provided therein and covenants that the information will remain true through the award of the contract for Community Support and Outreach Services.

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Acceptance of Proposal Content: The responding organization understands that the City reserves the right to award a contract without further discussions or clarifications with responding organizations. Thus, the contents of the RFP, any RFP response, terms and statements contained therein will be binding upon the responding organization. Upon acceptance of the Proposal by City, the successful Proposal, this RFP, including all terms, conditions contained therein, will be incorporated into the awarded contract for GVI Community Support and Outreach. The organization understands that failure of the potentially successful offerer to accept this obligation may result in the selection of another offer or rejection of the submitted Proposal.

The terms and conditions attached hereto as Appendices A and B are incorporated herein as if fully set forth and will be a part of the final awarded contract, if any.

The organization must take great care to respond to all requirements of this RFP to the maximum extent possible. Organizations must clearly identify any limitations and/or exceptions to the requirements inherent in the proposed system. The organization further understands that alternative approaches will be given consideration if the proposed approach clearly offers increased benefits to the City of York and the GVI.

No Obligation to Buy: The GVI and the City may reject all or any proposals and the issuance of this RFP in no way obligates the City to award a contract pursuant to this RFP.

**ADDENDUM
CITY OF YORK STANDARD TERMS AND CONDITIONS**

This Addendum is incorporated in and made a part of any contract executed between the Company and the City of York (“City”).

1. Nondiscrimination/Sexual Harassment Obligations. During the term of this contract, the Company, to the extent required as a condition of the contract, agrees as follows:

- (a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required in accordance with the terms of the contract or any subcontract, the Company or any person acting on its behalf, shall not by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“**PHRA**”) and applicable federal laws, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Company, nor any subcontractor, nor any person acting on its behalf, shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required in accordance with the terms of, or in the provision of services under, the contract on account of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws.
- (c) The Company, or any person acting on its behalf, shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice 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.
- (d) The Company shall not discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any Company or subcontractor who is/are qualified to perform the work to which the contract relates.
- (e) Neither the Company, 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.
- (f) The Company 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. If applicable, the Company 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.

- (g) The Company, or any person acting on its behalf, shall furnish all necessary employment documents and records, and permit access to its books, records and accounts, upon request by the City for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Company, or any person acting on its behalf, does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms as directed by the City.
- (h) The Company shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in subcontract(s) so that such provisions applicable to subcontractors will be binding upon subcontractor(s), or any person acting on its behalf in performing work.
- (i) The contract may be cancelled or terminated by the City, and all money due or to become due in accordance with the terms of the contract may be forfeited, for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, if applicable, the Company may be subject debarment or suspension by the City.
- (j) The Company's obligations pursuant to these provisions are ongoing from the effective date of the contract through the termination date thereof. The Company shall have an obligation to inform the City if, at any time during the term of the contract, it becomes aware of any actions or occurrence that would result in the violation of these provisions.

2. Americans with Disabilities Act Compliance. During the term of this contract, the Company agrees as follows:

- (a) *Hiring & Access.* Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Company understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing the contract, the Company 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 may be applicable.
- (b) *City Held Harmless.* The Company shall be responsible for and agrees to indemnify and hold harmless the City from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the City as a result of the Company's failure to comply with the provisions of the paragraph (a) above.

3. Compliance with Record Keeping and Audit Requirements. During the term of this contract, the Company, to the extent necessary to comply with the requirements of the contract, agrees as follows:

- (a) Company will maintain documents, correspondence, and other data, including any written reports, studies, drawings, or other graphic, electronic, chemical, or mechanical representations, and items of any similar nature which are required to be delivered under this contract, along with any other evidence pertaining to the costs and expenses of this contract (collectively, “**the records**”), to the extent and in such detail as will properly reflect all costs of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature to which this contract relates. The books and records required under this provision shall be maintained in accordance with generally accepted accounting principles.
- (b) Company will retain such records and make them available for a period ending the later of (i) one year after final payment of any monies under this contract is made, or (ii) one year after the effective date of any termination of this contract.
- (c) The City, or any of its duly-authorized representatives, shall have access at all times during the term hereof and the period set forth in paragraph (b) above to the records of Company or any of its assigns, or agents pertaining to work performed under this contract for the purpose of reviewing and making audits of financial transactions, determining compliance with the contract terms and requirements, and evaluating contract performance. When City representatives have access to such records, they shall be authorized to examine such records and to make excerpts, copies, and transcripts of such records.

4. Steel Products Procurement Act. In the performance of any construction contract (“**Construction Contract(s)**”) awarded, the Company, subcontractors, material persons, or suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97 424 (96 Stat. 2136).

- (a) *Invoices, bills of lading & mill certification.* When unidentified steel products are supplied under Construction Contract(s) or subcontracts, before any payment will be made, the Company must provide documentation to the City including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the Company must submit certification to satisfy this provision. The City shall not provide for or make any payments to any entity that has not complied with the Steel Products Procurement Act (“**SPPA**”). Any such payment made to any entity by the City which should not have been made as a result of the SPPA shall be recoverable directly from the Company, subcontractor, manufacturer, or supplier who did not comply with the SPPA.
- (b) *Violations of SPPA.* In addition to the withholding of payments, any entity that willfully violates any of the provisions of the SPPA shall be prohibited from submitting

any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.

- (c) *Applicability to Subcontract & Supply Contract.* The Company shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

5. Trade Practices Act. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 *et seq.*), the Company cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

- (a) *Argentina.* Carbon steel wire rod and cold rolled carbon steel sheet.
- (b) *Brazil.* Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot rolled stainless steel bar; stainless steel wire rod and cold formed stainless steel bar; pre-stressed concrete steel wire strand; hot rolled carbon steel plate in coil; hot rolled carbon steel sheet; and cold rolled carbon steel sheet.
- (c) *South Korea.* Welded carbon steel pipes and tubes; hot rolled carbon steel plate; hot rolled carbon steel sheet; and galvanized steel sheet.
- (d) *Spain.* Certain stainless steel products, including stainless steel wire rod, hot rolled stainless steel bars; and cold formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot rolled steel plate, cold rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot rolled carbon steel bars, and cold formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Company of responsibility to comply with those provisions of the contract which prohibit the use of foreign made steel and cast iron products.

6. Public Works Contractor's Bond Law of 1967. Prior to the award of any Construction Contract(s), the Company must furnish the City the following bonds from the construction Company ("**Company**") which shall become binding upon the award of the Construction Contract to the Company.

- (a) *Performance Bond.* A performance bond at 100 percent of the Construction Contract(s) amount, conditioned upon the faithful performance of the Construction Contract(s) in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the Construction Contract(s).

- (b) *Protection of claimants supplying labor or materials.* A payment bond at 100 percent of the Construction Contract(s) amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Company, or to any of its subcontractors, in the prosecution of the work provided for in such Construction Contract(s), and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

7. Pennsylvania Prevailing Wage Act. Any Construction Contract(s) is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165 *l et seq.*, which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform this Contract during the term hereof for the locality in which the work is to be performed.

8. Fidelity Bond.

- (a) *Evidence.* The Company shall procure and furnish evidence to the City of a fidelity bond with coverage to be maintained under the administrative title of the position in amounts to be determined by the City.
- (b) *Larger Coverage.* No person shall be bonded under more than one position. An employee who performs more than one function requiring bonding shall be bonded under the position requiring the larger coverage.

9. Insurance And Indemnification.

- (a) *Workers Compensation.* The Company shall perform the activities under the contract as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by the contract.
- (b) *Liability Insurance.* Without limiting the foregoing obligations, Company will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the City from claims of bodily injury and of property damage arising out of any services or activities performed by the Company or its employees, agents, officers, assigns, or subcontractors under the contract, including claims for damages by business invitees and all other claims for damage to property as a direct or indirect result from the performance of the contract.
- (c) *City as an Additional Insured.* Upon request, the City shall be listed on the above insurance policies as an additional insured. Such policies shall not include any provision limiting the existing sovereign immunity of the City or its agents or employees. By signing the contract, the Company certifies that the project has the

insurance coverage required by this section; that such coverage will be in effect for the duration of this contract; and that the policies will not be canceled or changed unless at least 30 days prior notice has been given to City. The Company shall furnish proof of insurance as required by this section to the City.

- (d) *Hold Harmless.* The Company and any subcontractor shall hold the City harmless from, and indemnify the City against, any and all claims, liabilities, demands, and actions based upon or arising out of any activities performed by the Company, its employees, agents, assigns, officers, or subcontractors under the contract, and shall defend any and all actions brought against the City based upon any such claims or demands.

10. Patent, Copyright, and Trademark Indemnity. The Company 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 City under the contract. The Company shall defend any suit or proceeding brought against the City 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 City 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 City 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 City at the Company's written request, it shall be at the Company's expense, but the responsibility for such expense shall be only that within the Company's written authorization. The Company shall indemnify and hold the City harmless from all damages, costs, and expenses, including attorney's fees that the Company or the City 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 Company in such suit or proceeding are held to constitute infringement and the City's use thereof pursuant to this paragraph is enjoined, the Company 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 Company is unable to do any of the preceding, the Company agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the City, only those items of equipment or software which are held to be infringing, and to pay the City: 1) any amounts paid by the City towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the City 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 Company under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Company without its written consent.

11. Ownership Rights. The City 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 City as part of the performance of the Contract.

12. Inspection and Rejection. No items(s) received by the City shall be deemed accepted until the City 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 Company to remove rejected item(s) from the premises without expense to the City within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the City 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 City's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Company shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Company fails, neglects or refuses to do so, the City 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 Company, the difference between the price stated in the Contract and the cost thereof to the City

13. Default. The City may, subject to the provisions of Paragraph 14, Force Majeure, and in addition to its other rights under the Contract, declare the Company in default by written notice thereof to the Company, and terminate (as provided in Paragraph 15, Termination Provisions) the whole or any part of this Contract for any of the following reasons:

- (a) Failure to begin work within the time specified in the Contract or as otherwise specified;
- (b) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- (c) Unsatisfactory performance of the work;
- (d) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- (e) Discontinuance of work without approval;
- (f) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- (g) Insolvency or bankruptcy;
- (h) Assignment made for the benefit of creditors;
- (i) 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;
- (j) Failure to protect, to repair, or to make good any damage or injury to property;
- (k) Breach of any provision of this Contract;
- (l) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- (m) Improper delivery;
- (n) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- (o) Delivery of a defective item.

In the event that the City terminates this Contract in whole or in part, the City may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Company shall be liable to the City for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

If the Contract is terminated, the City, in addition to any other rights provided in this paragraph, may require the Company to transfer title and deliver immediately to the City in the manner and to the extent directed by the City, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Company has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the City shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the City shall be in an amount agreed upon by the Company and Contracting Officer. The City may withhold from amounts otherwise due the Company for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the City against loss.

The rights and remedies of the City 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. The City's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the City of its rights and remedies in regard to the event of default or any succeeding event of default.

14. Force Majeure. 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 Company shall notify the City orally within five (5) days and in writing within ten (10) days of the date on which the Company 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 Company 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 City may reasonably request. After receipt of such notification, the City may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Company's delay. In the event of a declared emergency by competent governmental authorities, the City by notice to the Company, may suspend all or a portion of the Contract.

15. Termination Provisions. The City has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Company.

- (a) *Termination for Convenience*: The City shall have the right to terminate the Contract for its convenience if the City determines termination to be in its best interest. The Company shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Company be entitled to recover loss of profits.
- (b) *Non-Appropriation*: The City's obligation to make payments during any City fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate the contract. The Company shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this 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 for many appropriations available for that purpose.

- (c) *Termination for Cause*: The City shall have the right to terminate the Contract for Company default under Paragraph 13, Default, upon written notice to the Company. The City shall also have the right, upon written notice to the Company, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the City erred in terminating the Contract for cause, then, at the City's discretion, the Contract shall be deemed to have been terminated for convenience under this Section.

16. Contract Controversies. In the event of a controversy or claim arising from the Contract, the Company must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The Contracting Officer shall send his/her written determination to the Company. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the Company files a claim with the City's Counsel. Pending a final judicial resolution of a controversy or claim, the Company shall proceed diligently with the performance of the Contract in a manner consistent with the interpretation of the Contracting Officer and the City shall compensate the Company pursuant to the terms of the Contract.

17. Assignment and Subcontracting.

- (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 Company 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 maybe withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Company 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 Company may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Company 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 Company 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 Company 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 Company, following which the Company's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Company shall give the Contracting Officer written notice of any such change of name.

18. Right-To-Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) may apply to this contract.

- (a) If the City needs the Company's assistance in any matter arising out of the RTKL related to this contract, it shall notify the Company using the legal contact information provided in this contract. The Company, at any time, may designate a different contact for such purpose upon reasonable prior notice to the City.
- (b) Upon written notification from the City that it requires the Company's assistance in responding to a request under the RTKL for information related to this contract that may be in the Company's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“**Requested Information**”), the Company shall: (1) provide the City, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Company's possession arising out of this contract that the City reasonably believes is Requested Information and may be a public record under the RTKL; and (2) provide such other assistance as the City may reasonably request, in order to comply with the RTKL with respect to this contract.
- (c) If the Company 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 Company considers exempt from production under the RTKL, the Company must notify the City and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Company explaining why the requested material is exempt from public disclosure under the RTKL.
- (d) The City will rely upon the written statement from the Company in denying a RTKL request for the Requested Information unless the City determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the City determine that the Requested Information is clearly not exempt from disclosure, the Company shall provide the Requested Information within five (5) business days of receipt of written notification of the City's determination.
- (e) If the Company fails to provide the Requested Information within the time period required by these provisions, the Company shall indemnify and hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Company's failure, including any statutory damages assessed against the City.
- (f) The City will reimburse the Company 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.
- (g) If the Company files a legal challenge to any City decision to release a record to the public with the Office of Open Records or in any Pennsylvania court, the Company

shall indemnify the City for any legal expenses incurred by the City as a result of such a challenge and shall hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Company's failure, including any statutory damages assessed against the City, regardless of the outcome of such legal challenge. As between the parties, the Company agrees to waive all rights or remedies that may be available to it as a result of the City's disclosure of Requested Information pursuant to the RTKL.

(h) The Company's duties relating to the RTKL are continuing duties that survive the expiration of this contract and shall continue as long as the Company has Requested Information in its possession.

19. Compliance with Specification – Terms and Conditions. The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offerer's proposal and by reference are made a part of the Contract.

20. Signed Proposal Considered an Offer. The signed proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the City. In case of a default on the part of the respondent after such acceptance, the City may take such action as it deems appropriate, including legal action for damages or lack of required performance.

21. Integration. The Contract, Request for Proposals, Proposal, Purchase Order, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the City or the Company 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. All such amendments will be made using the appropriate City form.

22. Change Orders. The City reserves the right to issue change orders 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 Company that the City 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 order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order 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 Company agrees to provide the service in accordance with the change order. Any dispute by the Company in regard to the performance required under any change order shall be handled through Paragraph 16, "Contract Controversies".

23. Notice to Proceed. The successful respondent shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the City. If the successful respondent does commence any work or deliver items prior to receiving official notification, it does so at its own risk.

24. Rejection of Proposals. The City reserves the right to reject any or all proposals and the City is not bound to accept any proposal if that proposal is contrary to the best interest of the City of York. Similarly, the City is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

25. Cost to Prepare Responses. The City assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

26. Compliance with Law. The Company shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

27. Applicable Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflicts of law provisions) and the decisions of the Pennsylvania courts. The Company 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 Company 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.

28. Modification. To the extent the Standard Contract Terms and Conditions are attached to the City's Request for Proposal, they are advisory only and are subject to modification or deletions by the City prior to execution by the parties. The Company acknowledges that it, prior to execution, has read, understood and agrees to be bound by the terms and conditions of the final, executed Standard Contract Terms and Conditions, including any and all of the City's modifications or deletions.

FOR CONTRACTS UTILIZING FEDERAL FUNDING

The work to be completed pursuant to this RFP is funded in whole or in part by American Rescue Plan Act funds. The following terms will become a part of each solicitation (Bid/RFP) package. The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to THE City of York, Company, or any other party pertaining to any matter resulting from the contract.

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1. REMEDIES FOR BREACH OF CONTRACTUAL AGREEMENT; SANCTIONS AND PENALTIES

APPLICABILITY: This provision shall apply in the event that the Contract or Purchase Order exceeds the Simplified Acquisition Threshold. See 2 CFR § 200 App. II(A).

It is hereby understood and mutually agreed, by and between the Company and the City, that the date of beginning and the time for completion of the work to be done hereunder are material conditions of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Company agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Company shall neglect, fail or refuse to complete the work within the time herein specified, or any extension thereof granted by the City, then the Company does hereby agree, as a partial consideration for the awarding of this Contract, to pay the City the amount specified in the Contract, not as a penalty but as liquidated damages for such Breach of Contract as hereinafter set forth, for each and every calendar day the Company shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain in such event and said amount shall be retained from time to time by the City from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of any specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Company shall not be charged with liquidated damages or any excess cost when the City determines that the Company is without fault and the Company's reasons for the time extensions are acceptable to the City; provided further, that the Company shall not be charged with liquidated damages or an excess cost when the delay in completion of the work is due to:

- (a) Any preference, priority or allocation order duly issued by the government;
- (b) Unforeseeable cause beyond the control and without fault of negligence of the Company, including, but not restricted to, acts of God or the public enemy, acts of the City, acts of another Company in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; or
- (c) Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

PROVIDED FURTHER, that the Company shall within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the Contract, notify

the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Company within a reasonable time of its decision in the matter. The amount of liquidated damages for this project shall be Five Hundred Dollars (\$500.00) per consecutive calendar day.

2. TERMINATION FOR CAUSE AND CONVENIENCE

APPLICABILITY: This provision shall apply in the event that the Contract or Purchase Order exceeds \$10,000.00. See 2 CFR 200 App. II(B).

Where the Contract exceeds \$10,000.00, the City may terminate this Contract by providing the Company with ten (10) days' written notice specifying the reasons for termination, as outlined below:

- (a) Violation of any of the provisions of this Contract by the Company or any of their subcontractors;
- (b) A determination by the City that the Company has engaged in fraud, waste, mismanagement,
- (c) misuse of funds, or criminal activity with any funds provided by this Contract; or
- (d) Failure of the Company, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established.

If the City determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the City may suspend work or terminate this agreement by providing notice to the Company in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means.

In addition, notwithstanding anything to the contrary in the Contract, the City may also terminate this Contract for its conveniences, including due to the lack of sufficient funds to complete the work. In such event, the City shall provide written notice of termination to the Company, and the Company shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the City shall pay the Company for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the Company shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

3. CLEAN AIR ACT

APPLICABILITY: This provision shall apply in the event that the Contract or any subgrant thereunder is a sum in excess of \$150,000.00. See 2 CFR § 200 App. II(G)

Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Company further acknowledges and understands that Company shall be required to report any violations of said acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

4. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

APPLICABILITY: This provision shall apply to all Contracts.

Company certifies that neither Company nor any employer or subcontractor is a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(J); 2 CFR § 200.323.

Company acknowledges and understands that, in performing the work specified under this contract, Company shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(K); 2 CFR § 200.216.

Company certifies that it shall not procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Company covenants not to procure, obtain, use, or use systems that incorporate: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or Telecommunications or video surveillance services provided by such entities or using such equipment; or Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

7. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(L); 2 CFR § 200.322.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

APPLICABILITY: This provision shall apply in the event that the Contract meets the definition of "federally assisted construction contract" as set forth at 41 CFR § 60-§1.3, where not otherwise provided under 41 CFR Part 60. See 2 CFR § 200 App. II(C). All contracts that meet the definition of "federally assisted construction contract" set forth at 41 CFR § 60-1.3.

During the performance of this Contract, the Company agrees as follows:

- (a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Company's legal duty to furnish information.

- (d) The Company will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Company's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Company will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Company will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

9. DAVIS-BACON ACT

APPLICABILITY: This provision shall apply to all prime construction contracts in excess of \$2,000.00. See 2 CFR § 200 App. II(D). **For projects in which the only Federal funds used are ARPA State and Local Fiscal Recovery Funds, the below certification only need be provided if the total project value is \$10,000,000.00 or more.**

DAVIS-BACON PREVAILING WAGE

The Company acknowledges that the decision to award this Contract is conditioned upon Company’s acceptance of the wage determination, and upon continuing compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Pursuant to the Davis-Bacon Act, Company’s must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor’s wage determinations, incorporated into this Contract. Company further acknowledges and understands that Company shall be required to pay wages not less than once a week.

DAVIS-BACON PREVAILING WAGE CERTIFICATION

Company certifies that Company and all subcontractors shall provide certified payroll affidavits verifying compliance with G.L. c.149 §§ 26–27H, the federal Davis Bacon Act, and other related acts.

In the event of any inconsistency between the Davis-Bacon Wage Rates and any prevailing wage rates published by the Commonwealth of Pennsylvania and applicable to this Contract, the higher of the two wages shall apply.

Signature of Company’s authorized official

Date: _____

Name (printed)

Title (printed)

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

APPLICABILITY: This provision shall apply in the event that the contract is awarded for a sum exceeding \$100,000.00 and involves the employment of mechanics or laborers.

Where the Contract: (1) is awarded for a sum exceeding \$100,000; and (2) will involve the employment of mechanics or laborers, the Company shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Company shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 shall apply construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. BYRD ANTI-LOBBYING; COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. § 3145)

APPLICABILITY: This provision shall all apply to all Contracts. In the event that the Contract is for a sum exceeding \$100,000.00, the Company shall also certify and file the Byrd Anti-Lobbying Amendment Certification.

BYRD ANTI-LOBBYING AMENDMENT

Company certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

Company further understands and acknowledges that it shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

COPELAND “ANTI-KICKBACK” ACT

Company acknowledges and understands that the awarding of this contract is conditioned upon Company’s compliance with the Federal Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Company or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BYRD ANTI-LOBBYING AMENDMENT:
REQUIRED CERTIFICATION FOR AWARDS EXCEEDING \$100,000

The undersigned certifies, to the best of their knowledge and belief, that:

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 an 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.

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 Form to Report Lobbying," in accordance with its instructions.¹

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 Companies 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 by 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 each such failure.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Company's authorized official

Date: _____

Name (printed)

Title (printed)

¹ Standard Form-LLL available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

APPLICABILITY: This provision shall apply in the event that the Contract is funded by a Federal award meeting the definition of “funding agreement” under 37 CFR § 401.2(a). A “funding agreement” is “any contract, grant, or cooperative agreement entered into between any Federal agency... and any Company for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.”

In the event that this Contract is funded by a Federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

13. SINGLE AUDIT ACT AUDIT REQUIREMENTS

The Company must comply with all federal and state audit requirements including: the Single Audit Act, as amended (31 U.S.C 7501 et. seq.); Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If the Company is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Company is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the Company is a for-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Company is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133, and in accordance with the laws and regulations governing the programs in which it participates.

If the Company expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

GENERAL AUDIT PROVISIONS

The Company is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Company’s auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Company.