



## AGENDA

### PRELIMINARY AGENDA MEETING TUESDAY, MAY 2, 2023

1. Call Meeting to order
2. Pledge of Allegiance to the Flag
3. Approval of Minutes
  - 3.A Approval of the Minutes of the Regular Meeting held April 19, 2023.  
[04.19.23 Minutes.pdf](#)
4. Presentation(s)
  - 4.A Presentation by Teacher Pathway Program requesting ARPA Funds.
5. Resolution(s)
  - 5.A Resolution recognizing May as Mental Health Awareness Month as well as Child Mental Health Acceptance Month.
  - 5.B Resolution recognizing May is Older American's Month.
  - 5.C Resolution recognizing May as Asian American and Pacific Islander Heritage Month.
  - 5.D Resolution recognizing May 7-13, 2023 as National Correctional Officer's Week.
  - 5.E Resolution recognizing May 6-12, 2023 as National Nurses Week.
6. Grants
  - 6.A Approval to submit a grant application to the PA Department of Economic Development's Greenways, Trails, and Recreation Program (GTRP) for funding to complete final design of the Darby Creek Trail- Phase 2, and to commit matching funds should the grant be awarded.  
[Resolution-DCED-DCTPh2Des2023.docx](#)  
[DelCo\\_LtrOfCommitDarbyCrkTrail-Ph2FinDes2023DCED\\_MTsign.docx](#)
  - 6.B Approval to submit a grant application to the PA Department of Economic Development's Greenways, Trails, and Recreation Program (GTRP) for funding assistance towards a project to expand the trailhead parking lot for the Chester

Creek Trail's Knowlton Road trailhead due to ongoing parking demand.

[Resolution-DCED-CCTKT2023.docx](#)

[DelCo\\_LtrOfCommitmentCCTKnowltonDCED2023\\_DRAFT\\_forMTsig.docx](#)

6.C Approval for the Public Defender to apply for granting funding through PCCD's Public Defender Training Initiative in partnership with the Public Defender Association of Pennsylvania.

6.D Approval of Grants by the Delaware County Interactive Gaming Revenue Authority in the aggregate amount of \$102,500 as shown on the attached report.

[DCIGRA Update 05022023.pdf](#)

7. Agreements / Contracts / Amendments / Purchases

7.A Approval of Recorder of Deeds - AFSCME Local 3107, D.C.88 Side Agreement, Effective January 1, 2023.

7.B Approval to purchase a 2023 Ford F150 Pickup, 4x2, 2 Door vehicle as well as an added bed liner for a price not to exceed \$50,000 from Fred Beans of West Chester COSTARS #025-013.

[F150 MVM recommendation on truck.docx](#)

[COD.23X1E.30073.042123.pdf](#)

7.C Approval to accept amendment #1 between the PA DOH and Delaware County Health Department for a one-year renewal of the immunization grant award 4100092485 PADOH in the amount of \$391,689.00 for the period of 07/01/2023-06/30/2024. Subject to Solicitor's approval.

[4100092485 A1.pdf](#)

[SIGNATURE REQUIREMENTS \(Rev. 07-20\).pdf](#)

[Copy of 2023 02 09 - DELAWARE IMMI - DRAFT BUDGET FY2024 v5.xls](#)

7.D Approval to accept grant #4100095601 between the Commonwealth of PA, Department of Health and Delaware County Health Department in the amount of \$4,967,067.00 for the period of 05/01/2023-11/30/2027. Subject to Solicitor's approval.

[Grant Agreement - unsigned - 4100095601.pdf](#)

[SIGNATURE REQUIREMENTS \(Rev. 07-20\) \(003\).pdf](#)

[BOP-2201 EO 2021-06 Worker Protection Form.pdf](#)

[Foa\\_Content\\_of\\_CDC-RFA-OE22-2203 \(9\).pdf](#)

[2023.3.10 CMHD WFD Grant.pptx](#)

7.E Approval of a Professional Services Agreement with Baker Tilly US, LLP in the amount of \$39,900 for strategic planning and other management advisory services to be conducted for the Delaware County Board of Health and Delaware County Health Department. Subject to Solicitor's approval.

[Delaware County Health Dept Engagement Letter 23 04 12 \(002\).pdf](#)

7.F Approval of Professional Services Agreement with Just Appraised for the period of May 3rd, 2023 to April 30, 2024 in the amount of \$55,400.00. Subject to Solicitor's approval.

[Delaware County PA Sole Source Letter.pdf](#)

[Sole Source Deed Recognition Software Packet for Presentation to BOCC \(1\) \(1\) \(1\) copy.pdf](#)  
[Delaware County, PA Pricing Proposal .docx \(3\).pdf](#)  
[Just Appraised - SAAS Services Agreement.pdf](#)

- 7.G Approval to accept Proposal from IMR Digital in an amount not to exceed \$58,847.00 for a Records Scanning Project to Reduce Storage Problem and Increase Efficiency.  
[22023-Delaware County Conservation District Documents and Large format with Shredding Option \(002\).pdf](#)
- 7.H Approval of Delaware County's 2023 Annual Action Plan Final List of Awards. Attached Final List of Awards includes projects funded with the Federal Community Development Block Grant, HOME Investment Partnerships Grant, Emergency Solutions Grant and County funded Affordable Housing Fund.  
[2023 Action Plan - Final List of Awards.pdf](#)
- 7.I Approval of Contract with DSC Solutions in an amount not to exceed \$271,413.00 for Custodial Services for Various Delaware County Departments for a period of three (3) years with the option to extend for two (2) additional one (1) year periods. Subject to Solicitor's approval.  
[COUNTYWIDE CUSTODIAL SERVICES - DSC Solutions - CONTRACT FOR SERVICES - FEB.2023.pdf](#)
- 7.J Approval of Contract with CNS Cleaning Company in an amount not to exceed \$227,664.00 for Custodial Services for Various Delaware County Departments for a period of three (3) years with the option to extend for two (2) additional one (1) year periods. Subject to Solicitor's approval.  
[COUNTYWIDE CUSTODIAL SERVICES - CNS - CONTRACT FOR SERVICES - FEB.2023.pdf](#)
- 7.K Approval of Contract with Media Plumbing and Heating, Inc. dba Kinetix in an amount not to exceed \$72,023.16 for fire monitoring and inspections of various Delaware County Buildings for a period of one (1) year with the option to extend for four (4) additional one (1) year periods. Subject to Solicitor's approval.  
[BID EVALUATION LETTER - FIRE MONITORING & INSPECTIONS SERVICES \(eFMD-012423\) -FEB. 2023.pdf](#)  
[FIRE MONITORING & INSPECTION SERVICES - BID TABULATION - EVALUATION - JAN. 2023.pdf](#)  
[Bid - Media Plumbing & Heating, DBA Kinetix.pdf](#)  
[FIRE MONITORING and INSPECTION SERVICES-Kinetix-CONTRACT FOR SERVICES-FEB.2023.pdf](#)
- 7.L Approval of a Professional Service Agreement between the County of Delaware and Gannett Fleming, Inc. for completion of a condition analysis of the fire alarm system and fire partitions at the Government Center for a fee of \$31,350. Subject to Solicitor's approval.  
[2023.04.10\\_DelCo\\_FA\\_GF\\_Proposal\\_R0.pdf](#)
- 7.M Approval of change order #1 to contract #ePW-022422 between the County of

Delaware and Premier Concrete, Inc. to install four ADA compliant parking spaces connected to the construction of a new playground at Upland Park in the amount of \$17,250. The value of the contract will increase from \$663,775 to \$681,025. Subject to Solicitor's approval.

[COR 1 ADA Parking.pdf](#)

- 7.N Approval of Reimbursement Agreement R23060006 between the County of Delaware and Pennsylvania Department of Transportation (PennDOT) establishing maximum reimbursement at \$900,000.00 for Preliminary Engineering required for County Bridge #146 Chester Pike over Darby Creek in Collingdale and Darby Boroughs. Subject to Solicitor's approval.

[Reimbursement Agreement-R23060006.pdf](#)

- 7.O Approval to advertise a Request for Proposal for Outreach Services for the Department of Human Services and Adult and Family Services. Subject to the Solicitor's approval.

[Summary Sheet\\_RFP\\_Outreach Services.pdf](#)

- 7.P Approval of Early Learning Resource Center Regulated Agreements for the attached list Fiscal Year 22/23 for the increased provision of subsidized childcare. Subject to Solicitor's approval.

[ELRC List\\_FY\\_2223.pdf](#)

- 7.Q Approval to amend #ELRC 893/18 between the County of Delaware Early Learning Resource Center and Right At School LLC to add site #14 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

[ELRC\\_893\\_18\\_Right At School LLC\\_Amendment\\_7.pdf](#)

- 7.R Approval to amend #ELRC 276/18 between the County of Delaware Early Learning Resource Center and Children's Garden One Inc to add site #5 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

[ELRC\\_276\\_18\\_Children's Garden One Inc\\_Amendment\\_4.pdf](#)

- 7.S Approval to amend #ELRC 70/18 between the County of Delaware Early Learning Resource Center and KUEHG CORP to add site #14 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

[ELRC\\_70\\_18\\_KUEHG CORP\\_Amendment\\_19.pdf](#)

- 7.T Approval to amend #ELRC 986/22 between the County of Delaware Early Learning Resource Center and Adams Childcare to add site #2 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

[ELRC\\_986\\_22 Adams Childcare\\_Amendment\\_1.pdf](#)

7.U Approval to amend Contract #ID 129/22 between the Department of Human Services, Intellectual and Developmental Disabilities, and Bancroft NeuroHealth to reflect the legal name as it appears on the Agency's W-9 as Bancroft, A New Jersey Non-Profit Corporation. Subject to Solicitor's approval.  
[Bancroft\\_A\\_New\\_Jersey\\_Non\\_Profit\\_Corporation\\_ID\\_129\\_22\\_Summary\\_Page.pdf](#)  
[Bancroft\\_A\\_New\\_Jersey\\_Non\\_Profit\\_Corporation\\_ID\\_129\\_22\\_W\\_9.pdf](#)  
[Bancroft\\_A\\_New\\_Jersey\\_Non\\_Profit\\_Corporation\\_ID\\_129\\_22\\_Confirmation\\_Letter](#)

8. Appointments

8.A Approval to appoint Kenneth Collins and Alexandra Fensterer to the Delaware County Drug & Alcohol Planning Council with terms ending September 30, 2025.

9. Tax Collection Refund(s)

9.A Approval of Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for forty-three (43) property owners due to the overpayment of the amount of taxes due.

9.B Approval of Central Tax Collection Department's request for one hundred twenty-three (123) Court Ordered refunds for the years 2021, 2022 and 2023 for properties in the boroughs of Collingdale, Darby, Lansdowne, Marcus Hook, Prospect Park, Sharon Hill, Swarthmore and Yeadon, and the townships of Bethel, Chadds Ford, Concord, Edgemont, Marple, Middletown, Neither Providence, Newtown, Radnor, Springfield, Thornbury, Upper Darby and Upper Providence in the total amount of \$205,296.52.

10. Request by the Controller's Office for payment of current bills

11. Communications from the Chief Administrative Officer

12. Solicitor

13. Public Comment

14. Council Remarks

15. Adjourn



# Item Cover Page

**PRELIMINARY AGENDA ITEM REPORT**

**DATE:** May 2, 2023

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** Approval of Minutes

**SUBJECT:** Approval of the Minutes of the Regular Meeting held April 19, 2023.

**EXPENSE BUDGET LINE ITEM** n/a  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** no cost  
**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[04.19.23 Minutes.pdf](#)

**PRESENT:** Dr. Monica Taylor, Chair; Elaine Paul Schaefer, Vice Chair; Kevin M. Madden, Council Member; Christine A. Reuther, Council Member; Richard Womack, Council Member; Jeff Powers, Deputy Controller; Marc Woolley, Chief Administrative Officer; William F. Martin, Solicitor; Anne M. Coogan, County Clerk and other department heads.

The Regular Meeting of Delaware County Council was held on April 19, 2023 at 6:00 pm in the County Council Meeting Room, Government Center Building, located at 201 West Front Street, Media, PA and was live streamed. Chair Taylor called the meeting to order, followed by the Pledge of Allegiance.

Chair Taylor stated Council has been in executive session today to discuss Personnel, Real Estate and Litigation.

### 3) Public Comment

Chair Taylor called on Director Welsh for the following item:

3.A Acceptance of public comment for the County's Proposed 2023 Annual Action Plan. The proposed list of awards was approved by County Council on March 15, 2023 and advertised in the March 23, 2023 Philadelphia Inquirer.

Chair Taylor called for public comment on the County's Proposed 2023 Annual Action Plan. There was no public comment.

Chair Taylor then opened public comment for the current agenda items.

### 4) Approval of Minutes

4.A Approval of the Minutes of the Regular Meeting held April 5, 2023.

Motion made by Christine A Reuther to approve the Minutes of the Regular Meeting held April 5, 2023. The motion was seconded by Kevin M Madden and carried unanimously.

### 5) Announcement(s)

5.A Update on County's Assessment of Housing Services.

Dr. Taylor asked if any of the Council Members would like to remove any items from the consent agenda. Councilwoman Reuther asked to remove item 6.G. listed below.

6.G Approval of Professional Services Agreement with Thomson Reuters Court Management Solutions for a term of five (5) years to April 19, 2028 for an amount not to exceed \$2,207,769.00. This Agreement will encompass three separate components: 1) moving our existing Civil Case Management System to the Microsoft Azure cloud; 2) upgrading the Case Management System; and 3) moving Family Law section filings (Divorce and Custody) to electronic filing. There are milestone payments related to this Agreement, as well as annual payments over the course of the five-year Agreement.

Motion made by Christine A Reuther to remove item 6.G for the approval of a Professional Services Agreement with Thomson Reuters Court Management Solutions for a term of five (5) years to April 19, 2028 for an amount not to exceed \$2,207,769.00. This Agreement will encompass three separate components: 1) moving our existing Civil Case Management System to the Microsoft Azure cloud; 2) upgrading the Case Management System; and 3) moving Family Law section filings (Divorce and Custody) to electronic filing. There are milestone payments related to this Agreement, as well as annual payments over the course of the five-year Agreement. The motion to remove this item was seconded by Richard Womack and carried unanimously.

Motion made by Christine A Reuther to approve the following Consent Agenda Items:

**6) Consent Agenda Items**

6.A Approval to apply to the PA Gaming Control Board to renew the Local Law Enforcement Grant for the term of May 1, 2023 to April 30, 2024.

6.B Approval to apply for the Insurance Fraud Prevention Authority Grant for the term of July 1, 2023 to June 30, 2024 in the amount of \$904,203.00.

6.C Approval to accept seven grants in the amount of \$1,244,025 from the Commonwealth Financing Authority (CFA) Local Share Accounts (LSA).

6.D Approval to accept funds from the PA Department of Health in the amount of \$150,000 to support lead abatement of six residential units. Funding will be available to eligible homeowners and landlords for residences occupied with children under the age of six. Subject to Solicitor's approval.

6.E Approval to accept a \$15,000 Grant from the Pennsylvania Department of Military and Veterans Affairs for Fiscal Year 2022-23.

6.F Approval to advertise for the installation of a temporary gravel parking lot along Reed Road at the former Don Guanella property in Marple Township. Subject to Solicitor's approval.

6.H Approval of Maintenance Software Agreement with MTS Solutions for the term of January 1, 2023 through December 31, 2023 in the amount \$125,782.27. Subject to Solicitor's approval.

6.I Approval of a Settlement Proposal for a new Collective Bargaining Agreement and between the County of Delaware and the Delaware County Lodge No. 27 of the Fraternal Order of Police on behalf of the members of the Delaware County Criminal Investigative Division (CID) covering the period of January 1, 2023 through December 31, 2026 and approval of the interfund transfer from the Budget Contingency to the District Attorney's Office budget in the General Fund of \$145,103.98 for the salary adjustments; \$55,125 in clothing allowance and \$120,000 for Premium Pay as allowed under the American Rescue Plan Act (ARPA). Subject to Solicitor's approval.

6.J Approval of change orders #1 and #2 to contract # eDPW-101922-A between the County of Delaware and Hirschberg Mechanical LLC for the Domestic Hot Water Replacement capital project at G.W. Hill Correctional Facility in the amount of \$15,743.38. The value of the contract will increase from \$783,140 to \$798,883. Subject to Solicitor's approval.



6.K Approval of Early Learning Resource Center Regulated Agreements for the attached list of Fiscal Year 22/23 for the increased provision of subsidized childcare. Subject to Solicitor's approval.

6.L Approval to Amend Agreement #ELRC 138/19 between the County of Delaware Early Learning Resource Center and A Childs Place Extended Care Inc to add site #46 to their Early Learning Resource Center Agreement, due to accepting subsidized childcare clients. Subject to Solicitor's approval.

6.M Approval to participate in the development and submission of the Advancing Wellness and Resiliency in Education Grant. Subject to Solicitor's approval.

6.N Approval of an Agreement between the County of Delaware and Cumberland Hospital for Children and Adolescents for patient care. Subject to Solicitor's approval.

6.O Approval to Amend the agreement between the PA DOH and Delaware County Health Dept. Grant Agreement #4100092542 to accept additional subsequently available funds (SAF) (\$55,240.00 original amended SAF I \$36,745 amendment SAF II \$24,475 = Total Budget \$116,460) from the PA DOH to provide additional or expanded services in the Tuberculosis control program for period July 1, 2022 through June 30, 2023. Subject to Solicitor's approval.

6.P Approve Contract Amendment with Strategic Versatility to increase the Contract from \$30,000 by an additional \$25,000 for further development of the DCHD leadership team including work on the structure/organization of the Health Department, behavioral and skill development/assessment, additional enhanced cross functional manager/staff training, executive level coaching and development on overall leadership effectiveness. Subject to Solicitor's approval.

6.Q Approval of a Professional Services Agreement between the County of Delaware and Kronos SaaS, Inc., a UKG company for an amount not to exceed \$38,560.00 for a period of three years eff. 90 days from signature 04/19/2023 expected term 07/19/2023-07/19/2026. Pricing includes implementation and configuration, training for admin and end users, and assoc. software/hardware and subscriptions. Subject to Solicitor's approval.

6.R Approval for Workforce Development to modify a contract with Maximum Security Firm, LLC increasing the amount from \$50,000 to \$50,288.

6.S Approval for Workforce Development to modify an Incumbent Worker Training contract with the City of Chester. The contract amount would increase from \$22,000 to \$44,000 due to an increase in the number of workers trained.

6.T Approval for Workforce Development to enter a contract with KDI Office Technology Inc for On-the-Job Training with up to \$5,000 per worker. Subject to Solicitor's approval.

6.U Approval of a license agreement with Capozzoli's Catering to operate a cafeteria for County employees and visitors in the County Courthouse and Government Center for a period starting on April 20, 2023, and ending on December 31, 2025, and with a license fee of \$12,000 per year. Subject to Solicitor's approval.

6.V Approval of the Delaware County Hazardous Materials Emergency Response Preparedness Report (HMERP) as to be an accurate assessment of the threat posed by

hazardous materials in the county and an acceptable plan to counter or mitigate the threat as described in PA Act 165 and PEMA Directive D2022-01.

6.W Approval to Reject all bids for the Digital Signage Project.

6.X Approval of Reallocation of \$231,000 in ARPA funding that was originally allocated to the county Wide Vision Zero Plan.

6.Y Approval to authorize the Chief Administrative Officer to execute for and on behalf of the County all required applications, forms, and documents to obtain financial assistance related to the COVID-19 Emergency through the Pennsylvania Emergency Management Agency (PEMA) and the Federal Emergency Management Agency (FEMA).

6.Z Approval to Request for an Inter-Fund Center Transfer of \$200K from the Contingency Line to fund the operating costs (non-personnel) of the newly combined Civil Defense Budget.

The motion was seconded by Kevin M Madden and carried unanimously.

#### **7) Tax Collection Refund(s)**

7.A Approval of Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for seventeen (17) property owners due to the overpayment of the amount of taxes due.

Motion made by Christine A Reuther to approve Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for seventeen (17) property owners due to the overpayment of the amount of taxes due. The motion was seconded by Richard Womack and carried unanimously.

#### **8) Request by the Controller's Office for payment of current bills**

Motion made by Christine A Reuther to approve the request by the Controller's Office for payment of current bills. The motion was seconded by Richard Womack and carried unanimously.

#### **9) Communications from the Chief Administrative Officer**

#### **10) Solicitor**

10.A Approval to file two (2) Petitions for the Termination of Parental Rights and two (2) Consents for Adoption with the Orphans Court.

Motion made by Kevin M Madden to approve the filing of two (2) Petitions for the Termination of Parental Rights and two (2) Consents for Adoption with the Orphans Court. The motion was seconded by Richard Womack and carried unanimously.

#### **11) Public Comment**

#### **12) Council Remarks**

**13) Adjourn**

Motion made by Kevin M Madden to adjourn. The motion was seconded by Elaine Paul Schaefer and carried unanimously.

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ANNE M. COOGAN, County Clerk



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Presentation(s)

**SUBJECT:** Presentation by Teacher Pathway Program requesting ARPA Funds.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost at this time

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Anne Coogan, Human Services

**ITEM TYPE:** Resolution

**AGENDA SECTION:** Resolution(s)

**SUBJECT:** Resolution recognizing May as Mental Health Awareness Month as well as Child Mental Health Acceptance Month.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

**PRELIMINARY AGENDA ITEM REPORT**

**DATE:** May 2, 2023

**SUBMITTED BY:** Adrienne Marofsky, Public Relations

**ITEM TYPE:** Resolution

**AGENDA SECTION:** Resolution(s)

**SUBJECT:** Resolution recognizing May is Older American’s Month.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 0

**ESTIMATED/ACTUAL COST OF REQUEST:** 0

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Adrienne Marofsky, Public Relations

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Resolution(s)

**SUBJECT:** Resolution recognizing May as Asian American and Pacific Islander Heritage Month.

**EXPENSE BUDGET LINE ITEM** 0  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 0  
**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Adrienne Marofsky, Public Relations

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Resolution(s)

**SUBJECT:** Resolution recognizing May 7-13, 2023 as National Correctional Officer's Week.

**EXPENSE BUDGET LINE ITEM** 0  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 0  
**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**





# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Adrienne Marofsky, Public Relations

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Resolution(s)

**SUBJECT:** Resolution recognizing May 6-12, 2023 as National Nurses Week.

**EXPENSE BUDGET LINE ITEM** 0  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 0  
**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Steven Beckley, Planning

**ITEM TYPE:** Grant

**AGENDA SECTION:** Grants

**SUBJECT:** Approval to submit a grant application to the PA Department of Economic Development’s Greenways, Trails, and Recreation Program (GTRP) for funding to complete final design of the Darby Creek Trail- Phase 2, and to commit matching funds should the grant be awarded.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** TBD

**ESTIMATED/ACTUAL COST OF REQUEST:** \$600,000.00 match commitment (intended to be reduced to \$175,000 cost to County should another pending grant of \$425,000 be secured)

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:** The County of Delaware is seeking a \$250,000.00 grant from PA Department of Economic Development’s (DCED) Greenways, Trails, and Recreation Program (GTRP) for funding to cover final design and engineering costs for the Darby Creek Trail Phase 2. The estimated total budget for the project is \$850,000.

The DCED application will request a \$250,000 grant from PA DCED which is intended to be supplemented by a pending

\$425,000 grant from PA DCNR's Community Conservation Partnerships Program. Requesting Council commitment of \$600,000 to match the DCED grant, should it be awarded. Should we receive both grants in full, the remaining amount for the County to cover is \$175,000. A non-refundable \$100 application fee is also required in order to submit the grant application to DCED.

The Darby Creek Trail Phase 2, will begin in Kent County Park (at the end of the existing "Phase I" section of trail) and connect to Lansdowne Borough's Gateway Trail in on the south side of Baltimore Avenue.

A design project for this trail has been under development, but the scope of that project has changed to a feasibility study. This project will pick up where that one left off and complete final design on the chosen best alignment option for the trail. DCNR grants of this type are awarded for 2-year terms, but this project could end sooner than that and proceed to bid for trail construction, once anticipated federal funds are secured. A grant contract would likely begin in January 2023.

A signature on a DCED grant application resolution and a funding commitment letter are also requested from Council.

**ATTACHMENTS:**

[Resolution-DCED-DCTPh2Des2023.docx](#)

[DelCo\\_LtrOfCommitDarbyCrkTrail-Ph2FinDes2023DCED\\_MTsign.docx](#)

RESOLUTION  
of  
DELAWARE COUNTY COUNCIL  
with respect to a  
Pennsylvania Greenway, Trails, and Recreation Program Grant

Be it RESOLVED, that the County of Delaware hereby requests a Greenways, Trails, and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for final design of the Darby Creek Trail Phase 2, a multi-use trail project in Upper Darby Township, Clifton Heights Borough, and Lansdowne Borough, Delaware County.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Gina Burritt, the Director of Planning as the official to execute all documents and agreements between the County of Delaware and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, \_\_\_\_\_, duly qualified Secretary of the County of Delaware, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Delaware County Council at a regular meeting held May \_\_\_\_\_, 2023 and said Resolution has been recorded in the Minutes of the Delaware County Council and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the \_\_\_\_\_ County of Delaware, this \_\_\_\_ day of May, 2023.

County of Delaware  
Name of Applicant

Delaware  
County

\_\_\_\_\_  
Secretary (County Clerk)

May 2, 2023

Mr. Thomas Ford, Director  
Bureau of Recreation and Conservation  
Pennsylvania Department of Conservation and Natural Resources  
Rachel Carson State Office Building  
400 Market Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-2301

RE: DCED GTRP Grant Application: Darby Creek Trail- Phase II- Final Design

Dear Mr. Ford:

The County of Delaware is committed to providing up to \$600,000 of matching funds for our grant application to the Pennsylvania Department of Economic Development's (DCED) Greenways, Trails, and Recreation Program (GTRP) in which we are requesting \$250,000 of funding towards final design and engineering specifications of the section of the Darby Creek Trail between the existing Phase 1 trail in Kent County Park and the Lansdowne Gateway Trail on the south side of Baltimore Avenue.

The Darby Creek Trail is a key section of both Delaware County's Primary Trail Network and the Circuit, Greater Philadelphia's regional trail network. It has the potential to be used as both a recreational amenity and a safe off-road alternative transportation route in this densely populated part of the County. It will have positive benefits on residents' health and increased value to homes and local businesses in proximity to the trail.

The route for this section of the Darby Creek Trail will generally follow the Alternative 3 alignment and design concept identified in the Darby Creek Trail Phase 2 Feasibility Study (2021). The intent is to design an elevated trail with minimum encroachment on the commercial property along the stream in Clifton Heights Borough. This project is a continuation of the aforementioned feasibility study project that will lead to the County securing federal funding to develop the trail.

We appreciate your consideration of this project that will be greatly appreciated by our County.

Sincerely,

Dr. Monica Taylor  
County Council Chair



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Steven Beckley, Planning

**ITEM TYPE:** Grant

**AGENDA SECTION:** Grants

**SUBJECT:** Approval to submit a grant application to the PA Department of Economic Development’s Greenways, Trails, and Recreation Program (GTRP) for funding assistance towards a project to expand the trailhead parking lot for the Chester Creek Trail’s Knowlton Road trailhead due to ongoing parking demand.

**EXPENSE BUDGET LINE ITEM** TBD

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$236,500.00 match commitment

**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:** The County of Delaware is seeking a \$236,500.00 grant from PA Department of Economic Development’s Greenways, Trails, and Recreation Program (GTRP) for funding to cover design and development costs for the expansion of an existing trailhead on the Chester Creek Rail Trail on Knowlton Road in Middletown Township. The current trailhead, at nine spaces, is undersized for the level of demand and popularity of this multi-use trail. A possible 38 additional spaces could be added with an expansion within

the County's right-of-way leased from the Southeast Pennsylvania Transportation Authority (SEPTA). The County received cost estimates of proposed work from Wilson Consulting Group, along with a conceptual design. The grand total estimated cost is \$552,555.00; accounting for \$79,555.00 for final design/engineering plus \$473,000.00 for construction.

The approximate work schedule has engineering and permitting running through 2023, with start of construction probable in early 2024.

County Planning plans to apply to both DCNR and DCED GTRP programs, each for 50% of the construction cost. Each grant program needs to know that the matching funds are secured and committed by the County whether the other pending grant is awarded or not.

The Chester Creek Trail is a key section of both Delaware County's Primary Trail Network and the Circuit, Greater Philadelphia's regional trail network. It is an immensely popular recreational amenity, but access is issue when there are a lack of properly-sized trailheads with parking. This project will go a long way to addressing this issue.

This request is for approval to submit PA DCED GTRP grant application. With approval of this action, for the grant application, Council needs to execute a DCED grant resolution and a Letter of commitment to match the grant. The resolution and a draft of the letter were submitted to Council.

**ATTACHMENTS:**

[Resolution-DCED-CCTKT2023.docx](#)

[DelCo\\_LtrOfCommitmentCCTKnowltonDCED2023\\_DRAFT\\_forMTsig.docx](#)

RESOLUTION  
of  
DELAWARE COUNTY COUNCIL  
with respect to a  
Pennsylvania Greenway, Trails, and Recreation Program Grant

Be it RESOLVED, that the County of Delaware hereby requests a Greenways, Trails, and Recreation Program (GTRP) grant of \$236,500 from the Commonwealth Financing Authority to be used for construction of an expansion to the trailhead parking lot located on Knowlton Road, Middletown Township, Delaware County, necessary to help meet demand of visitors to this popular recreational facility.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Gina Burritt, the Director of Planning as the official to execute all documents and agreements between the County of Delaware and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, \_\_\_\_\_, duly qualified Secretary of the County of Delaware, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Delaware County Council at a regular meeting held May \_\_\_\_\_, 2023 and said Resolution has been recorded in the Minutes of the Delaware County Council and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the \_\_\_\_\_ County of Delaware, this \_\_\_\_ day of May, 2023.

County of Delaware  
Name of Applicant

Delaware  
County

\_\_\_\_\_  
Secretary (County Clerk)



May 3, 2023

Mr. Gregory Welker , Director of CFA Programs  
Bureau of Recreation and Conservation  
Pennsylvania Department of Conservation and Natural Resources  
PA Department of Community and Economic Development  
Office of Business Finance and Workforce Development – CFA Programs Division  
Greenways, Trails, and Recreation Program  
Commonwealth Keystone Building  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225

RE: DCED GTRP Grant Application: Chester Creek Trail - Knowlton Road Trailhead  
Expansion

Dear Mr. Welker:

The County of Delaware is committed to providing up to \$236,500.00 of matching funds for our grant application to the Pennsylvania Department of Economic Development's (DCED) Greenways, Trails, and Recreation Program (GTRP) ) in which we are requesting \$236,000 of funding towards the development costs for the expansion of an existing trailhead on the Chester Creek Rail Trail on Knowlton Road in Middletown Township.

The current trailhead, at nine spaces, is undersized for the level of demand and popularity of this multi-use trail. A possible 38 additional spaces could be added with an expansion within the County's right-of-way leased from the Southeast Pennsylvania Transportation Authority (SEPTA). The County received cost estimates of proposed work from Wilson Consulting Group, along with a design work schedule and a conceptual design plan. The total estimated cost of construction is \$473,000.00. The County will be undertaking final design for this project which should be nearly completed by the time the DCED grant awards of this round are announced.

The 2.8-mile Chester Creek Trail is a key section of both Delaware County's Primary Trail Network and the Circuit, Greater Philadelphia's regional trail network, with extensions planned on both its north and south ends. It is an immensely popular recreational amenity, but access is a big issue when there are a lack of properly-sized trailheads with parking. This project will go a long way to addressing this issue.

We appreciate your consideration of this project that will be greatly appreciated by our County.

Sincerely,

Dr. Monica Taylor

County Council Chair



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Lee Awbrey, Public Defender

**ITEM TYPE:** Grant

**AGENDA SECTION:** Grants

**SUBJECT:** Approval for the Public Defender to apply for granting funding through PCCD's Public Defender Training Initiative in partnership with the Public Defender Association of Pennsylvania.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A

**ESTIMATED/ACTUAL COST OF REQUEST:** County contribution of benefits, use of computer equipment + office space.

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Jonathan Lichtenstein, Solicitor

**ITEM TYPE:** Grant

**AGENDA SECTION:** Grants

**SUBJECT:** Approval of Grants by the Delaware County Interactive Gaming Revenue Authority in the aggregate amount of \$102,500 as shown on the attached report.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[DCIGRA Update 05022023.pdf](#)

Delaware County Interactive Gaming Revenue Authority Report to  
Delaware County Council  
**May 2, 2023**

The following provides a one-time special grant to support the following multi-municipal project.

- Approve \$20,000 grant to Chester Pike Corridor Improvement Partners (subject to County Council approval).

The following approval requests are for our 2023 NextGeneration grants with a focus on youth serving organizations. Grant awards in this category started in 2021. These grants are awarded on a rolling basis up to \$100,000 total for the entire fund.

- Approve \$10,000 grant to Neighbor to Neighbor Development Corporation (subject to County Council approval)
- Approve \$10,000 grant to Boys and Girls Club of Chester (subject to County Council approval)
- Approve \$5,000 grant to Chester Upland Youth Soccer (subject to County Council approval)
- Approve \$10,000 grant to Child Guidance Resource Centers (subject to County Council approval)
- Approve \$7,500 grant to HEADstrong Foundation (subject to County Council approval)
- Approve \$10,000 grant to Chester Cultural Arts and Technology Center (subject to County Council approval)
- Approve \$10,000 grant to Harcum College's Youth Court Program (subject to County Council approval)
- Approve \$10,000 grant to CASA Youth Advocates (subject to County Council approval)
- Approve \$10,000 grant to 9th Street Youth & Community Center (subject to County Council approval).



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Robert Auclair, Recorder of Deeds

**ITEM TYPE:** Personnel Agenda Items

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Recorder of Deeds - AFSCME Local 3107, D.C.88 Side Agreement, Effective January 1, 2023.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1000 - 504000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$34,123.80

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Retitling, reclassification and regrading of positions, with commensurate salary increases, are required to bring employees' skill sets and duties into alignment with the Office's use of new technology and provision of enhanced and/or additional services.

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Charles Walmsley, Motor Vehicles

**ITEM TYPE:** Purchase

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to purchase a 2023 Ford F150 Pickup, 4x2, 2 Door vehicle as well as an added bed liner for a price not to exceed \$50,000 from Fred Beans of West Chester COSTARS #025-013.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 49-5852-706001

**ESTIMATED/ACTUAL COST OF REQUEST:** \$50,000

**FUNDING SOURCE:** Capital

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Due to supply chain concerns, this is a draft Council item. This will be updated prior to 05/02/23 Council meeting with uploaded quote. This purchase has been managed under MVM - Joe Ciavarelli.

**ATTACHMENTS:**  
[F150 MVM recommendation on truck.docx](#)  
[COD.23X1E.30073.042123.pdf](#)

To my Friends at DCHD. The other Truck fell through it was Sold. This Truck is Available it is a 4x4 without 4 Doors. This is more like a Work Truck it is a little more Money it should come in under \$45,000.

We can go out tomorrow anyone who would wish to and see the Truck on Site.

From: Joe Welde <[wjwelde@comcast.net](mailto:wjwelde@comcast.net)>

Sent: Monday, April 24, 2023 1:44 PM

To: Ciavarelli, Joe <[ciavarellij@co.delaware.pa.us](mailto:ciavarellij@co.delaware.pa.us)>

Subject: (EXTERNAL) Your F-150

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact your IT Department









**Prepared for: Mr. Joe Ciavarelli**

Vehicle Procurement, County of Delaware

Prepared by: William Joseph Welde

04/21/2023



Fred Beans Ford of West Chester | 1155 West Chester Pike West Chester

Pennsylvania | 193825095

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**2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 335 | Quote ID: COD30073

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**Mr. Joe Ciavarelli, Vehicle Procurement, County of Delaware**

201 W Front St

Media, PA 19063

Office: 610-891-4157 | Mobile: 484-486-0110

Email: ciavarellij@co.delaware.pa.us

End User FIN Code: QI332

Re: Quote ID COD30073 04/21/2023

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Dear Mr. Ciavarelli,

Attached please find specifications and pricing on a currently in stock (AS OF NOW) 2023 F-150 4x4 Super Cab. Your Sale price of \$44,140 plus \$170.47 municipal documentation fees totaling \$44,310.47 reflects all applicable rebates, incentives and discounts as of 04/21/2023 . FORD PROGRAMS ARE SUBJECT TO CHANGE. THIS PROPOSAL IS CONTINGENT UPON VEHICLE AVAILABILITY AND PRICE ADJUSTMENT. FORD RESERVES THE RIGHT TO CHANGE PRICING, INCENTIVES AND REBATES WITHOUT OBLIGATIONS.

Sincerely,

**William Joseph Welde**

Commercial Account Manager

610-696-4700x1218

jwelde@fredbeans.com

**Prepared for: Mr. Joe Ciavarelli**

Vehicle Procurement, County of Delaware

Prepared by: William Joseph Welde

04/21/2023



Fred Beans Ford of West Chester | 1155 West Chester Pike West Chester

Pennsylvania | 193825095

**2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 335 | Quote ID: COD30073

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
X1E	Base Vehicle Price (X1E)	\$42,995.00
<b>Packages</b>		
101A	<b>Equipment Group 101A Standard</b> <i>Includes:</i> - Engine: 3.3L V6 PFDI <i>Includes auto start-stop technology and flex-fuel capability.</i> - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i> - 3.73 Axle Ratio - GVWR: 6,480 lbs Payload Package - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat <i>Includes 2-way manual driver/passenger adjustment and armrest.</i> - Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	-\$750.00
<b>Powertrain</b>		
99B	<b>Engine: 3.3L V6 PFDI</b> <i>Includes auto start-stop technology and flex-fuel capability.</i>	Included
44G	<b>Transmission: Electronic 10-Speed Automatic</b> <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
X26	<b>3.73 Axle Ratio</b>	Included
STDGV	<b>GVWR: 6,480 lbs Payload Package</b>	Included
<b>Wheels &amp; Tires</b>		
STDTR	<b>Tires: 265/70R17 BSW A/T</b>	Included
64C	<b>Wheels: 17" Silver Steel</b>	Included
<b>Seats &amp; Seat Trim</b>		
C	<b>Cloth 40/20/40 Front Seat</b> <i>Includes 2-way manual driver/passenger adjustment and armrest.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Mr. Joe Ciavarelli**

Vehicle Procurement, County of Delaware

Prepared by: William Joseph Welde

04/21/2023



Fred Beans Ford of West Chester | 1155 West Chester Pike West Chester

Pennsylvania | 193825095

**2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 335 | Quote ID: COD30073

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
<b>Other Options</b>		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>	Included
	<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	
PAINT	Monotone Paint Application	STD
<b>Emissions</b>		
425	50 State Emissions	STD
<b>Exterior Color</b>		
YZ_01	Oxford White	N/C
<b>Interior Color</b>		
CS_01	Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	N/C
SUBTOTAL		\$42,245.00
Destination Charge		\$1,895.00
TOTAL		\$44,140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Mr. Joe Ciavarelli**

Vehicle Procurement, County of Delaware

Prepared by: William Joseph Welde

04/21/2023



Fred Beans Ford of West Chester | 1155 West Chester Pike West Chester

Pennsylvania | 193825095

---

**2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 335 | Quote ID: COD30073

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## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$42,995.00
Options	-\$750.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,895.00
<b>Subtotal</b>	<b>\$44,140.00</b>

### *Post-Tax Adjustments*

<b>Description</b>	<b>MSRP</b>
Municipal Documentation Fees	\$170.47
<b>Total</b>	<b>\$44,310.47</b>

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Customer Signature

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Acceptance Date

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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Charles Walmsley, Health

**ITEM TYPE:** Grant

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to accept amendment #1 between the PA DOH and Delaware County Health Department for a one-year renewal of the immunization grant award 4100092485 PADOH in the amount of \$391,689.00 for the period of 07/01/2023-06/30/2024. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 5123-4544

**ESTIMATED/ACTUAL COST OF REQUEST:** \$391,689.00 Revenue / Grant

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:** The funding is to support foundational public health services and programs mandatory for all local health departments.

Funding is provided for the purpose of the DCHD to provide immunization services for populations of all ages in accordance with the Immunization Cooperative Agreement objectives. These objectives include but are not limited to staff providing lifespan immunizations, outreach, promotion, and administration of vaccines for children program.

**ATTACHMENTS:**

[4100092485 A1.pdf](#)

[SIGNATURE REQUIREMENTS \(Rev. 07-20\).pdf](#)

[Copy of 2023 02 09 - DELAWARE IMMI - DRAFT BUDGET FY2024 v5.xls](#)



AMENDMENT #1 BETWEEN THE PENNSYLVANIA DEPARTMENT OF HEALTH AND  
DELAWARE COUNTY HEALTH DEPARTMENT

(Name)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title

\_\_\_\_\_  
Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title

\_\_\_\_\_  
Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Attest DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pennsylvania Department of Health

Approved as to form and legality:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of Legal Counsel  
Pennsylvania Department of Health

AND

BY: Not Required DATE: \_\_\_\_\_  
Office of General Counsel  
Commonwealth of Pennsylvania

AND

BY: Not Required DATE: \_\_\_\_\_  
Office of Attorney General  
Commonwealth of Pennsylvania

I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Comptroller

Adam Bingnear, Project Officer  
(717) 787-5681

Julie Myers, Alternate Project Officer  
(717) 787-5681

SAP#: 4100092485

**INTERGOVERNMENTAL AGREEMENT AMENDMENT #1 BETWEEN THE PENNSYLVANIA  
DEPARTMENT OF HEALTH**

**AND**

**DELAWARE COUNTY HEALTH DEPARTMENT**

THIS AMENDMENT to the Agreement, hereinafter referred to as "Amendment", is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "the Department", and Delaware County Health Department, hereinafter referred to as "Provider."

WHEREAS, the Department and the Provider entered into an Intergovernmental Agreement ("Agreement"), effective July 1, 2022 through June 30, 2023, for the purpose of the Provider to provide immunization services for populations of all ages in accordance with the Immunization Cooperative Agreement objectives;

WHEREAS, the parties now desire to amend to the Agreement, as more fully set forth herein;

WHEREAS, the Department has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532;

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to 71 P.S. §532 to provide for the purposes of this Amendment, and this Amendment is contingent upon appropriation and receipt of such funds; and

WHEREAS, this Amendment is not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57), and must be processed in accordance with the Commonwealth Attorneys Act, 71 P.S. § 732-101 et seq.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

**I. AMENDMENT TERM**

This Amendment shall be effective from July 1, 2023 through June 30, 2024, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of the Agreement.

**II. AMENDMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Amendment, Department will make payments up to the new maximum Agreement amount of \$780,318.00.

**III. FUNDING SOURCE(S)**

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Providers. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

\$391,689.00 Federal dollars, ALN 93.268, Department of Health and Human Services/Centers for Disease Control and Prevention, Immunization Cooperative Agreements, FAIN NH23IP922634

**IV. APPENDICES AND ATTACHMENTS**

The following Appendices and Attachments are incorporated into and made part of this Amendment and the original Agreement and any subsequent amendments to that Agreement. The parties agree to be bound by these Appendices and Attachments:

- A. Appendix A-1 - Amended Work Statement** supplements Appendix A of the Agreement.
- B. Appendix C-1 - Budget** replaces Appendix C of the Agreement for the time period July 1, 2023 through June 30, 2024.

**V. ORIGINAL TERMS AND CONDITIONS**

All other terms and conditions of the original Agreement and any subsequent Amendments to that Agreement not changed by this Amendment shall remain in full force and effect.

## SAP #4100092485 A1

## Appendix A-1

AMENDED WORK STATEMENT**I. Specific Tasks**

- A. Section (I.)(A.)(1.)(g.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall enter and maintain all childhood immunization histories in the designated Immunization Information System (IIS) in accordance with IIS protocols which are incorporated herein by reference. Protocol requires that immunization data shall be entered into the IIS within two business days of patient encounters so that data integrity can be assured. The Provider shall complete annual IIS Trainings. Timeline: This task shall be performed and completed throughout the term of this Agreement.
- B. Section (I.)(A.)(1.)(h.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall, prior to or during the visit, screen each child visiting a childhood immunization clinic for the Pennsylvania VFC and Section 317 (42 U.S.C.A. § 247b) vaccine eligibility and document the outcomes Timeline: This task shall be performed and completed throughout the term of this Agreement.
- C. Section (I.)(A.)(1.)(i.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall perform Immunization Quality Improvement for Providers (IQIP), Compliance, Unannounced, Enrollment, Childcare, School and Perinatal Hepatitis B site visits following the current version of the PA VFC Policies, and the CDC VFC Operations Guide. Timeline: This task shall be performed and completed throughout the term of this Agreement.
- D. Section (I.)(A.)(1.)(k.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall conduct assigned School Immunization Law Report site visits and Amish/Mennonite school site visits to comply with the requirements in the CDC Immunization Cooperative Agreement. Timeline: This task shall be completed by April 30, 2024.
- E. Section (I.)(A.)(1.)(l.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall conduct all assigned Child Care Group Setting site visits using the Comprehensive Clinic Assessment Software Application as an approved assessment tool. Timeline: This task shall be completed by September 30, 2023.
- F. Section (I.)(A.)(1.)(m.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety.
- G. Section (I.)(A.)(1.)(n.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety.
- H. Section (I.)(A.)(2.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall improve immunization coverage levels for all vaccines

recommended by ACIP in the adolescent and adult populations by providing the following immunization services:

- a. Schedule monthly or weekly walk-in immunization clinics at times after school and work that are accessible for adolescent and adult visits. These clinics shall provide age-appropriate vaccines recommended by ACIP. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - b. Prior to or during each visit, screen each adolescent or adult visiting an immunization clinic for VFC and Section 317 (42 U.S.C.A. § 247b) vaccine eligibility. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - c. Promote adolescent immunizations by providing immunization educational materials to all local schools during the school year. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - d. Complete a minimum of one outreach activity, approved in writing by the Department, to increase public awareness of adolescent immunizations. Timeline: This task shall be performed and completed twice, at a minimum, once during the annual National Immunization Awareness Month (NIAM) and once during the National Influenza Vaccination Week (NIVW).
- I. Section (I.) (A.) (3.) (a.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety.
  - J. Section (I.) (A.) (4.) (c.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall receive, evaluate and investigate all cases of VPD’s within 24 hours of receipt of report. The Provider shall notify the Department of all VPD cases as outlined in the Epidemiology Manual for the Identification, Investigation and Control of Infectious Diseases which is incorporated herein by reference. The Provider shall acknowledge in writing having copies of the Epidemiology Manual for the Identification, Investigation and Control of Infectious Diseases which is subject to periodic revision by the Department. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - K. Section (I.) (A.) (6.) (c.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall rotate a vaccine within the vaccine storage unit in accordance with section four of the VFC Policies in order to use vaccine that will expire within 90 calendar days. This will assure that annual vaccine wastage is 3% or less. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - L. Section (I.) (A.) (6.) (d.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider, or the provider through a subcontractor or consultant, shall provide information to patients in their preferred or native language regarding potential vaccine and medication reactions to prevent adverse events. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - M. Section (I.) (A.) (7.) (c.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall conduct appropriate protocol follow-up, within timeframes prescribed by the Department in “Perinatal Hep B Prevention Program Guidelines for District offices/SHC and County/Municipal Health Departments,” and “Prevention of Perinatal Hep B Infection and Management of Pregnant Women Guidelines for Medical Care Providers”, and any updates thereto. This document and updates are incorporated herein by reference. The Provider shall

acknowledge in writing being familiar with, and having access to, this document.  
Timeline: This task shall be performed and completed throughout the term of this Agreement.

- N. Section (I.)(A.)(8.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety
- O. Section (I.)(A.)(9.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall maintain linkage to the IIS annually, promote immunizations and the IIS to all Federally Qualified Health Centers (FQHC), Rural Health Clinics (RHC) and private providers within the Provider jurisdiction and enroll a FQHC, RHC and private provider in IIS. The Provider shall perform the following activities:
- a. Maintain compliance with IIS protocol on an ongoing basis and complete yearly trainings. The Provider shall acknowledge in writing having copies of the IIS protocol, which is incorporated herein by reference. The Provider shall acknowledge in writing being familiar with, and having access to, this document.
  - b. Conduct annual immunization education and outreach mass mailings, pre-approved in writing by the Department, to all FQHC, RHC and private providers within the Provider’s jurisdiction including, but not limited to, immunization promotional and educational materials and IIS information.
  - c. Maintain one reminder/recall system at all Provider clinic sites and convert to the IIS reminder/recall system when it becomes available for tracking and follow-up of immunizations for infants and preschool children.
  - d. Utilize reminder/recall systems in all clinics to track clients who are overdue for immunizations, including culturally and linguistically diverse populations, and to motivate parents to maintain compliance with the recommended vaccine schedule as needed.

Timeline: This task shall be performed and completed throughout the term of this Agreement.

- P. Section (I.)(A.)(10.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider, or the Provider through a subcontractor or consultant, shall provide comprehensive immunization education and outreach services for populations of all ages including culturally and linguistically diverse populations. The Provider shall:
- a. Require that the official Pennsylvania Immunization Card is provided to all clients receiving immunizations at all clinic sites, inform clients of the need to bring the immunization record to all clinic visits, stress the importance of retaining an immunization record for a lifetime and include this card with all mass mailings of immunization literature for the purpose of educating the public and private sectors. Timeline: This task shall be performed and completed throughout the term of this Agreement
  - b. Promote Department immunization outreach and education materials and initiatives to 100% of clients and providers. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - c. Provide culturally and linguistically appropriate immunization education outreach, and clinical reference materials to the patient population as needed. Timeline: This task shall be performed and completed throughout the term of this Agreement.

- d. Incorporate national outreach and education campaigns and Department activities with a minimum of one local outreach or education awareness immunization activity for each of the following events: National Infant Immunization Week (NIIW); Hepatitis Awareness Month; NIAM; and NIVW. The Provider shall obtain written pre-approval from the Department prior to carrying out each outreach or education activity. Timeline: This task shall be performed and completed during NIIW in April, Hepatitis Awareness Month in May, NIAM in August and NIVW in December in each year of this Agreement.
  - e. Provide a minimum of one immunization outreach awareness or education activity to assigned School Immunization Law Report follow up schools annually and promote immunization activities initiated by the Department to schools as requested. The Provider shall obtain written pre-approval from the Department prior to carrying out any outreach or education activity. Timeline: This task shall be performed and completed throughout the term of this Agreement.
- Q. Section (I.)(A.)(12.)(d.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall facilitate at least one mass vaccination event or provide support to organizations within their jurisdiction conducting mass vaccination events. Timeline: This task shall be performed and completed throughout the term of this Agreement.
  - R. Section (I.)(A.)(12.)(f.) (“Tasks and Timelines”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall enter all doses of the COVID-19 vaccine administered into the IIS within 2 business days of administration. Timeline: This task shall be performed and completed throughout the term of this Agreement.

## **II. Reporting Requirements**

- A. Section (II.)(J.) (“Reporting Requirements”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall submit a report to the Department, within 60 calendar days of the start date of this Agreement listing all staff and dates of completion of the following trainings: VFC protocols, Use of the IIS, VPD Follow-up Protocol, use of PA-NEDSS, use of VAERS and Hepatitis B Protocols.
- B. Section (II.)(K.) (“Reporting Requirements”) of Appendix A, “Work Statement,” of the Agreement is hereby deleted in its entirety and replaced with the following: The Provider shall report to the Department within 30 calendar days that, IIS, PA-NEDDS, VAERS, and VFC trainings have been completed.

**Appendix C-1  
BUDGET SUMMARY**

**Delaware County Health Department  
4100092485  
07/01/2023 - 06/30/2024**

<b>CATEGORIES</b>	<b>Original Budget</b>	<b>Amendment 1</b>	<b>Total Budget</b>
<b>I. PERSONNEL SERVICES</b>	-	321,812.40	321,812.40
<b>II. CONSULTANT/SUBCONTRACT SERVICES</b>	-	4,313.40	4,313.40
<b>III. PATIENT SERVICES</b>	-	-	-
<b>IV. SUPPLIES/EQUIPMENT</b>	-	13,310.00	13,310.00
<b>V. TRAVEL</b>	-	4,700.00	4,700.00
<b>VI. OTHER COSTS</b>	-	47,553.20	47,553.20
<b>TOTAL</b>	-	391,689.00	391,689.00





**Appendix C-1**  
**Delaware County Health Department**  
**4100092485**  
**07/01/2023 - 06/30/2024**

Categories	Original Budget	Amendment 1	Total Budget
	(IO# and IO# Begin and End Dates)	Federal Y23227000101 Y23227000200 Y23227000201 Y23228000100 07/01/23 - 06/30/24	
<b>II. CONSULTANT/SUBCONTRACT SERVICES</b>			
Amendment 1			-
Language Services Line		3,313.40	3,313.40
Refrigeration Monitoring Service		1,000.00	1,000.00
			-
			-
			-
			-
			-
			-
			-
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			-
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			-
			-
			-
			-
<b>Total</b>	-	4,313.40	4,313.40









**Appendix C-1**

**Delware County Health Department**

**4100092485**

**07/01/2023 - 06/30/2024**

<b>Categories</b>	<b>Original Budget</b> <small>(IO# and IO# Begin and End Dates)</small>	<b>Amendment 1</b> <small>Federal Y23227000101 Y23227000200 Y23227000201 Y23228000100 07/01/23 - 06/30/24</small>	<b>Total Budget</b>
<b>TOTAL</b>	-	391,689.00	391,689.00

## SIGNATURE REQUIREMENTS

Note: The name(s) and title(s) of the individual(s) signing the agreement must also be printed or typed in the appropriate place on the agreement. Documents are permitted to be signed electronically. If the documents are not signed electronically, the original ink signatures are required.

### CORPORATION (including Professional Corporation)

- Two signatures are required: either the President or Vice President and either the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer of the Corporation must sign.
- If any other person has authority to execute agreements on behalf of the Corporation, that person may sign, but a copy of the document conferring that authority (such as by-laws or corporate resolution) must be sent with the agreement when it is returned to the Department for processing.

NOTE: Pennsylvania law requires a for-profit corporation to have a corporate designation such as "Inc.," "Corp.," "Co.," "Ltd.," or "P.C." as part of the corporate name. A not-for-profit corporation under Pennsylvania law might or might not have such a designation as part of the name. When reviewing the corporate name on the agreement, you should make certain it is complete and correct. If a correction to the corporate name is made on the agreement, that correction must be initialed and dated by the same person(s) who sign the agreement.

### PARTNERSHIP

- General Partnership – the agreement must be signed by a partner. The title line should indicate "Partner."
- Limited Partnership – only a general partner is authorized to sign on behalf of the partnership. The title line should indicate "General Partner."
- If the partner signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate partner.

NOTE: Partnerships of either kind (general or limited) may register as "limited liability partnerships." This does not affect the signature requirements noted above.

### LIMITED LIABILITY COMPANY (LLC)

- Member-Managed LLC – the agreement must be signed by a member. The title line should indicate "Member."
- Manager-Managed LLC – the agreement must be signed by a manager. The title line should indicate "Manager."
- If the member or manager signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate member or manager.

### SOLE PROPRIETORSHIP

- The owner should sign the agreement. The title line may be left blank.

### DOING BUSINESS AS (d/b/a), or TRADING AS (t/a)

- Corporation operating under a fictitious name – the agreement must be signed according to the instructions provided under "CORPORATION."
- Partnership operating under a fictitious name – the agreement must be signed according to the instructions under "PARTNERSHIP."
- LLC operating under a fictitious name – the agreement must be signed according to the instructions under "LIMITED LIABILITY COMPANY."
- Sole proprietorship operating under a registered fictitious name – the agreement must be signed according to the instructions provided under "SOLE PROPRIETORSHIP."
- The name must include the name of the person(s) or entity(ies) owning and registering the fictitious name, followed by the fictitious name.
- Examples include:

Sole Proprietorship  
John Doe  
d/b/a The Coffee Shop

Partnership  
John Doe and Jane Doe  
d/b/a The Coffee Shop

Corporation  
Doe, Inc.  
d/b/a The Coffee Shop

### COUNTIES

- For all counties except home rule charter counties: signature of at least two of the County's three Commissioners shall be affixed; signatures shall be attested to by the Chief Clerk.
- Home rule charter counties shall execute contracts in accordance with their charters, administrative codes, or as directed in writing by their solicitors.



Appendix C  
**OVERALL BUDGET SUMMARY**

0  
0

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	605,623.20	-	605,623.20
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	45,713.40	-	45,713.40
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	28,060.00	-	28,060.00
VII. TRAVEL	9,315.00	-	9,315.00
VIII. OTHER COSTS	91,606.40	-	91,606.40
<b>TOTAL</b>	<b>780,318.00</b>	<b>-</b>	<b>780,318.00</b>

Appendix C  
**BUDGET SUMMARY**

0  
 0  
 July 1, 2022 - June 30, 2023

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	283,810.80	-	283,810.80
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	41,400.00	-	41,400.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	14,750.00	-	14,750.00
VII. TRAVEL	5,115.00	-	5,115.00
VIII. OTHER COSTS	43,553.20	-	43,553.20
<b>TOTAL</b>	<b>388,629.00</b>	<b>-</b>	<b>388,629.00</b>





**Appendix C**

**July 1, 2022 - June 30, 2023**

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	07/01/22-06/30/2023					(Enter Funding Source)	

**II. CONSULTANT SERVICES**

Consultants	Hourly Rate	Number of Hours							
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
<b>Total</b>			-	-	-	-	-	-	-

**III. SUBCONTRACT SERVICES**

Language Services Line	1,400.00							1,400.00
PA SIIS & PA NEDSS Outside support	40,000.00							40,000.00
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
<b>Total</b>	41,400.00		-	-	-	-	-	41,400.00

**Appendix C**

**July 1, 2022 - June 30, 2023**

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	07/01/22-06/30/2023					(Enter Funding Source)	
<b>IV. PATIENT SERVICES</b>							
							-
							-
							-
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							-
							-
<b>Total</b>	-	-	-	-	-	-	-

**V. EQUIPMENT**

	Quantity	Unit Cost							
									-
									-
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									-
									-
									-
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									-
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<b>Total</b>			-	-	-	-	-	-	-







Appendix C  
**BUDGET SUMMARY**

0  
 0  
 July 1, 2023-June 30, 2024

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	321,812.40	-	321,812.40
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	4,313.40	-	4,313.40
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	13,310.00	-	13,310.00
VII. TRAVEL	4,200.00	-	4,200.00
VIII. OTHER COSTS	48,053.20	-	48,053.20
<b>TOTAL</b>	<b>391,689.00</b>	<b>-</b>	<b>391,689.00</b>





**Appendix C**

0  
0

July 1, 2023-June 30, 2024

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/2023-6/30/2024	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

**II. CONSULTANT SERVICES**

Consultants	Hourly Rate	Number of Hours						
								-
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								-
								-
								-
								-
								-
<b>Total</b>			-	-	-	-	-	-

**III. SUBCONTRACT SERVICES**

Language Services Line	3,313.40						3,313.40
Refrigeration Monitoring Service	1,000.00						1,000.00
							-
							-
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							-
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<b>Total</b>	4,313.40	-	-	-	-	-	4,313.40

Appendix C

0

0

July 1, 2023-June 30, 2024

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	7/1/2023-6/30/2024	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>IV. PATIENT SERVICES</b>						
						-
						-
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						-
						-
<b>Total</b>	-	-	-	-	-	-

**V. EQUIPMENT**

	Quantity	Unit Cost					
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<b>Total</b>			-	-	-	-	-



















Appendix C  
**BUDGET SUMMARY**

0  
 0  
 (Insert Budget Period)

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
<b>TOTAL</b>	-	-	-

Appendix C  
0  
0  
(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

I. PERSONNEL SERVICES

A. Staff Personnel	Hourly Rate	Number of Hours						
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
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								-
								-
								-
								-
		Sub-Total	-	-	-	-	-	-

Appendix C

0

0

(Insert Budget Period)

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
B. Fringe Benefits								
	Salary	Rate						
	-							-
	-							-
	-							-
	-							-
	-							-
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Specify the benefits included in this rate:								
Sub-Total			-	-	-	-	-	-
Total			-	-	-	-	-	-





Appendix C

0

0

(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>IV. PATIENT SERVICES</b>						
						-
						-
						-
						-
						-
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						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
<b>Total</b>	-	-	-	-	-	-

**V. EQUIPMENT**

	Quantity	Unit Cost						
								-
								-
								-
								-
								-
								-
								-
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								-
								-
<b>Total</b>								-

Appendix C

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(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>VI. SUPPLIES</b>						
						-
						-
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						-
						-
						-
						-
<b>Total</b>	-	-	-	-	-	-
<b>VII. TRAVEL</b>						
						-
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						-
<b>Total</b>	-	-	-	-	-	-



Appendix C  
**BUDGET SUMMARY**

0  
 0  
 (Insert Budget Period)

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
<b>TOTAL</b>	-	-	-









Appendix C  
 0  
 0  
 (Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>IV. PATIENT SERVICES</b>						
						-
						-
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						-
<b>Total</b>	-	-	-	-	-	-

<b>V. EQUIPMENT</b>							
	Quantity	Unit Cost					
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							-
							-
<b>Total</b>	-	-	-	-	-	-	-





Appendix C  
**BUDGET SUMMARY**

0  
 0  
 (Insert Budget Period)

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
<b>TOTAL</b>	-	-	-





**Appendix C**

0

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(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

**II. CONSULTANT SERVICES**

Consultants	Hourly Rate	Number of Hours						
								-
								-
								-
								-
								-
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								-
								-
<b>Total</b>			-	-	-	-	-	-

**III. SUBCONTRACT SERVICES**

								-
								-
								-
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<b>Total</b>			-	-	-	-	-	-

Appendix C

0

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(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>IV. PATIENT SERVICES</b>						
						-
						-
						-
						-
						-
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						-
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						-
						-
						-
<b>Total</b>	-	-	-	-	-	-

**V. EQUIPMENT**

	Quantity	Unit Cost						
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
<b>Total</b>								-





**Appendix C**

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(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>VIII. OTHER COSTS</b>						
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<b>Total</b>	-	-	-	-	-	-
<b>TOTAL</b>	-	-	-	-	-	-

Appendix  
**BUDGET SUMMARY**

0  
 0  
 (Insert Budget Period)

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	-	-	-
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	-	-	-
VIII. OTHER COSTS	-	-	-
<b>TOTAL</b>	-	-	-



Appendix

0

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(Insert Budget Period)

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
B. Fringe Benefits								
	Salary	Rate						
	-							-
	-							-
	-							-
	-							-
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	-							-
Specify the benefits included in this rate:								
Sub-Total			-	-	-	-	-	-
Total			-	-	-	-	-	-

Appendix

0

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(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

Consultants	Hourly Rate	Number of Hours						
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
<b>Total</b>				-	-	-	-	-

III. SUBCONTRACT SERVICES

								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
<b>Total</b>				-	-	-	-	-

Appendix  
 0  
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 (Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>IV. PATIENT SERVICES</b>						
						-
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<b>Total</b>	-	-	-	-	-	-

<b>V. EQUIPMENT</b>							
	Quantity	Unit Cost					
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							-
<b>Total</b>							-

Appendix

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(Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>VI. SUPPLIES</b>						-
						-
						-
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						-
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						-
						-
						-
						-
<b>Total</b>	-	-	-	-	-	-
<b>VII. TRAVEL</b>						-
						-
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<b>Total</b>	-	-	-	-	-	-



Appendix  
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 (Insert Budget Period)

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
<b>VIII. OTHER COSTS</b>						-
						-
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						-
<b>Total</b>	-	-	-	-	-	-
						-
<b>TOTAL</b>	-	-	-	-	-	-

# Budget Instructions

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## General Instructions

- Please copy this file to your hard drive before making any edits. **Do not make any changes to this template.**
- Complete only highlighted areas. All other areas are formula driven and are template protected. Data should only be entered on the "Budget Details" tab.
- **Rows should not be deleted** (even if a particular category is not being used). If additional rows are needed, please contact the Division of Contracts.
- Additional columns are available for multiple funding sources and amendments. Identify the funding source in the highlighted area.
- Tabs are provided to input data for up to 5 separate budget years. For agreements with multiple years, fill in the budget details for each applicable year. **For the original base document, the Budget Details, accompanying Budget Summary and Summary-Overall should be printed for submission.**
- **This template should be used when multiple funding sources are involved. It can also be used for amendments.** When preparing an amendment, start with the original budget information already completed and add the amendment changes within the budget category, directly below the original information. Please indicate the Amendment Type and Number in the appropriate column heading and update the Appendix C reference to indicate the amendment number. **For amendments, the Budget Details and accompanying Budget Summary should be printed for submission.**

---

## Budget Details - Personnel Services

- Complete all highlighted areas.
- List all personnel to be funded, the hourly rate and number of hours. This calculation will automatically appear under Total Budget.
- Complete the costs associated to each funding source or to an Amendment, as applicable. The amount must equal the "Total Budget", otherwise an ERROR message will reflect on the Summary Page.
- Once all personnel costs are completed under Staff Personnel, each staff identified and their full project costs will also automatically appear under Fringe Benefits. Complete the benefit rate for each staff identified. The Total Budget will automatically calculate.
- Complete the costs associated to each funding source or to an Amendment, as applicable. The amount must equal the "Total Budget", otherwise an ERROR message will reflect on the Summary Page.
- Identify the fringe rate and specific benefits included in the rate.

## Budget Details - Consultants Services

- List the services to be provided, the hourly rate and number of hours. Do not name the consultant(s) that will be retained. This calculation will automatically appear under Total Budget.
- Complete the costs associated to each funding source or to an Amendment, as applicable. The amount must equal the "Total Budget", otherwise an ERROR message will reflect on the Summary Page.

## Budget Details - SubContract Services

- Identify services to be provided. Do not name subcontractor that will be retained.
- Complete costs associated to each funding source or Amendment. The Total Budget costs will automatically calculate.

## Budget Details - Patient Services

- Identify services.
- Complete costs associated to each funding source or Amendment. The Total Budget costs will automatically calculate.

## Budget Details - Equipment

- Identify equipment, the quantity and unit cost. (Use this category for equipment that is \$5,000/unit or greater.) This calculation will automatically appear under Total Budget.
- Complete the costs associated to each funding source or to an Amendment, as applicable. The amount must equal the "Total Budget", otherwise an ERROR message will reflect on the Summary Page.

## Budget Details - Supplies

- Identify supplies (in general terms). Equipment items under \$5000 unit cost should be listed here
- Complete costs associated to each funding source or Amendment. The Total Budget costs will automatically calculate.

## Budget Details - Travel

- Identify travel. Ensure costs are at approved rates as identified in the incorporated document for Commonwealth Travel and Subsistence Rates
- Complete costs associated to each funding source or Amendment. The Total Budget costs will automatically calculate.

## Budget Details - Other Costs

- Identify other costs. (Indirect costs, if applicable, should be reflected under this category.)
- Complete costs associated to each funding source or Amendment. The Total Budget costs will automatically calculate.  
Equipment rental/maintenance should be listed here

## Budget Details - Total

- Totals calculate automatically.

## Summary

- All areas are formula driven and password protected. No entry is required on this page.

## Summary - Overall

- Most areas are formula driven and password protected. Data entry is only required to reflect the total project period.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Charles Walmsley, Health

**ITEM TYPE:** Grant

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to accept grant #4100095601 between the Commonwealth of PA, Department of Health and Delaware County Health Department in the amount of \$4,967,067.00 for the period of 05/01/2023-11/30/2027. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 5123-4540-665104

**ESTIMATED/ACTUAL COST OF REQUEST:** \$4,967,067.00 Grant award

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

- [Grant Agreement - unsigned - 4100095601.pdf](#)
- [SIGNATURE REQUIREMENTS \(Rev. 07-20\) \(003\).pdf](#)
- [BOP-2201 EO 2021-06 Worker Protection Form.pdf](#)
- [Foa\\_Content\\_of\\_CDC-RFA-OE22-2203 \(9\).pdf](#)
- [2023.3.10 CMHD WFD Grant.pptx](#)

AGREEMENT BETWEEN THE PENNSYLVANIA DEPARTMENT OF HEALTH AND  
Delaware County Health Department

(Name)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Title Print/Type Name

\_\_\_\_\_  
Attest DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pennsylvania Department of Health

Approved as to form and legality:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of Legal Counsel  
Pennsylvania Department of Health

AND  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of General Counsel  
Commonwealth of Pennsylvania

AND  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of Attorney General  
Commonwealth of Pennsylvania

I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Comptroller

Robert Schobert, Project Officer

Danielle Pierre, Alternate Project Officer

SAP# : 4100095601

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE PENNSYLVANIA  
DEPARTMENT OF HEALTH**

**AND**

**DELAWARE COUNTY HEALTH DEPARTMENT**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "Agreement", is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "the Department", and Delaware County Health Department, hereinafter referred to as "Provider."

WHEREAS, the Department has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532;

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to **71 P.S. §532** to provide for the purposes of this Agreement, and this Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, this agreement is an Intergovernmental Agreement and is not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57), and must be processed in accordance with the Commonwealth Attorneys Act, 71 P.S. § 732-101 et seq.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

**I. AGREEMENT TERM**

**A.** This Agreement shall be effective from May 1, 2023 through November 30, 2027, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Agreement.

**B. No-Cost Extension.** The term of this Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Provider to continue to use the funds to perform the work of this Agreement at the same terms and conditions as this Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the funds not spent by the Provider by the end of the Budget period. At no time will the length of this Agreement exceed five years including any extension.

**C. Renewal.**

○ At the Department's discretion and by letter notice, the Department may renew this Agreement for the following term: N/A.

1. In the event of a renewal, the Department may choose to renew the 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 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 Agreement as amended, including any 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 N/A% under one of the following conditions:
    - (i) If no renewal options were previously exercised, to increase the Agreement amount to reflect cost changes based on the final budget year of the original Agreement; 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 Agreement, including any SAFs, DIFs, FRCOs, Budget Revisions, or formal Amendments. The increase in work shall be limited to deliverables established in the Agreement as previously amended; or
  - e) To decrease the Agreement 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 Agreement amount.
  4. Nothing in this section is intended to permit an alteration in the scope of work of the original Agreement.
  5. The Department is not obligated to increase the amount of the 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 this Agreement, and the availability of funds.

● Renewals are not applicable to this Agreement

**II. AGREEMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Agreement, the Department will make payments in accordance with the Agreement payment provisions, Appendix B and the Agreement Budget, Appendix C, up to the maximum Agreement amount of \$4,967,067.00.

**III. FUNDING SOURCE(S)**

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Providers. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

\$4,967,067 Federal dollars, ALN 93.967, Centers for Disease Control and Prevention, Strengthening U.S. Public Health Infrastructure, Workforce and Data Systems, FAIN NE11OE000104

**IV. WORK STATEMENT**

The Provider shall provide program activities and related services as specified in Appendix A, Work Statement

**V. APPENDICES AND ATTACHMENTS**

The following Appendices and Attachments are incorporated into and made part of this Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement**
- B. Appendix B – Payment Provisions (Rev. 1/23)**
- C. Appendix C – Budget**

**VI. INCORPORATED DOCUMENTS**

The Provider acknowledges having reviewed a copy of the following documents, which are available at <http://www.health.pa.gov/vendors>. These documents are incorporated by reference into and made a part of this Agreement:

- A. Audit Requirements (Rev. 8/18)**
- B. Commonwealth Travel and Subsistence Rates (Rev. 8/18)**
- C. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- D. Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 1/19)**
- E. Pro-Children Act of 1994 (Rev. 12/05)**
- F. Terms and Conditions**

- Standard General Terms and Conditions (Rev. 2/21)

- Standard Contract Terms and Conditions - Paper Contract (Rev. 01/02/2023), provided that: All references to a "Purchase Order" shall be substituted with either the term Contract, or the phrase "formal written notice to proceed" as appropriate.

Paragraph 18 (Payment) of these Standard Contract Terms and Conditions is superseded by the terms of Appendix B, Payment Provisions (Rev. 9/21)  
**and**  
Additional Contract Terms and Conditions (Rev. 3/23)

- G. Block Grant Provisions (Rev. 12/05)**

- Maternal and Child Health Block Grant Provisions
- Preventive Health and Health Services Block Grant Provisions
- Block Grant Provisions are not applicable to this Agreement

- H. HIPAA Business Associate Agreement and Attachment 1 (Rev. 5/13)**

- The HIPAA Business Associate Agreement is applicable to this Agreement
- The HIPAA Business Associate Agreement is not applicable to this Agreement

**VII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS**

- If, during the term of this Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Agreement, the Department may advise the Provider, in writing, of the availability and purpose of such funds. The Department also will inform the Provider of any

additional conditions or requirements of the additional funds. The Provider hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. The Provider shall provide the Department with a written work statement detailing the manner in which the Provider will use the additional funds in accordance with the stated requirements. The Provider shall provide the Department with a detailed revised overall Agreement Budget showing the current budget, the budget for the additional funds and a revised total Budget. The Department may choose to provide the Provider with a Budget format on which to submit the revised Budget information. The additional funds, and the new Budget, shall be subject to the terms and conditions of the initial Agreement, as well as to any additional conditions and requirements of the additional funds. The Provider's work statement, revised Budget and any new conditions or requirements of the additional funds shall be incorporated into and become a part of this document by reference. To be effective, documentation describing the additional funds and any additional conditions or requirements shall be signed by the Department and the Agency Comptroller.

(  
1 This paragraph, 'Addition of Subsequently Available Funds' is not applicable to this agreement

#### **VIII. FUNDING REDUCTION CHANGE ORDER**

In the event that there is a reduction in the availability of state or Federal funds, including the elimination of all state or Federal funding, the Department may reduce the amount of funds available in this Agreement through a FRCO. The FRCO shall include a revised Budget reflecting the changes to the funding included in the original Agreement. If necessary, the FRCO shall also include a revised Work Statement showing any reduction in work resulting from the funding reduction or elimination. The FRCO shall require no signatures other than those of the Agency Head and the Comptroller.

#### **IX. DECREASE IN FUNDING**

If the Department determines that the Provider is unable to spend the funding included in this Agreement in a timely manner and that the Provider is therefore unable to fully carry out the work required under the Agreement in the timeframe required by the Agreement, the Department reserves the right to decrease funding to the Provider from any Budget year set out in Appendix C of this Agreement by prior written notice signed by the Department and the Comptroller. The DIF shall be reflected by a revised Budget and if necessary, shall also include a revised Work Statement showing any reduction in work resulting from the DIF. The decision to decrease funding is solely within the discretion of the Department.

#### **X. MEANING OF TERMS "CONTRACT", "CONTRACTOR", GRANT AGREEMENT, AND GRANTEE**

The parties understand that the use of the terms "Contract" or "Grant Agreement" and "Contractor" or "Grantee" throughout this Agreement shall mean "Agreement" and "Provider" respectively.

#### **XI. FINAL AGREEMENT APPROVAL**

This Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Commonwealth provides a fully signed copy to the Provider.



Appendix A

**WORK STATEMENT**

**I. Tasks and Timelines**

- A. The Provider shall use funds to hire, retain, sustain, and train employees and contractors up to November 30, 2027.
  - i. The Provider shall align Grant activities with the following key activities identified by the CDC to strengthen its public health workforce:
    - a. Recruit and hire new public health staff;
    - b. Retain public health staff;
    - c. Support and sustain the public health workforce;
    - d. Train new and existing public health staff; and/or,
    - e. Strengthen workforce planning, systems, processes, and policies.
- B. The Provider shall use funds to strengthen systems, processes, and policies to improve public health foundational capabilities up to November 30, 2027.
  - i. The Provider shall align Grant activities with the following key activities identified by the CDC to improve foundational capabilities:
    - a. Strengthen accountability/performance management, including accreditation;
    - b. Strengthen organizational competencies addressing information technology, data modernization, human resources, financial management, contract, and procurement services;
    - c. Enhance communications;
    - d. Enhance or increase policy development and legal services and analysis;
    - e. Strengthen community partnership development and engagement;
    - f. Improve equity and organizational competencies addressing leadership, governance, and strategic planning; and
    - g. As appropriate, implement plans to transition from COVID-19 emergency response and other emergency response and preparedness projects.
  - ii. If the Provider is funding initiatives with the potential to benefit other organizations under the county or municipality's jurisdiction, Provider shall seek written approval from the Department prior to the commitment or expenditure of funds for those collaborative initiatives. The Department will consult with CDC as needed when considering such requests.

- C. The Provider shall regularly contribute to the Department's evaluation activities associated with CDC Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant, including developing performance measures, in coordination with the Department and county and municipal health departments to measure progress of activities and outcomes.
- D. The Provider shall participate in monthly meetings with the Department and county and municipal health departments through November 30, 2027.
- E. 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).

## **II. Reporting Requirements**

- A. The Provider shall provide quarterly reports to the Department, which include the following:
  - i. The total number of current positions in the Provider's workforce, including full-time, part-time, contractual, and seasonal positions;
  - ii. The total number of projected positions to be filled using funds (fully or partially funded) by November 30, 2023;
  - iii. The total number of projected positions to be filled using funds (fully or partially funded) by November 30, 2027;
- B. The Provider shall provide monthly reports to the Department, which include the following:
  - i. Spenddown report in a format provided by the Department.
- C. The Provider shall provide reports to the Department to meet evaluation activities in accordance with above Section I.C. of this Appendix A, Work Statement.
- D. The Provider shall provide other information to the Department as needed for reports required by the Department and the CDC in performance of the Grant.

Appendix B

**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. 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.
  - 2. In order to provide adequate cash flow, one payment will be made to the Contractor upon complete execution of the Contract.
  - 3. The Contractor shall submit to the Department monthly expenditure reports within 30 calendar days of the month ending. The report shall be sent by the Contractor to the Department's Project Officer. The report shall show the Contract's SAP number, Federal Identification number, date when submitted, name of person preparing the report and total commitments and expenditures for each budget category and the remaining balance. Upon request by the Project Officer, the Contractor shall provide documentation to substantiate an expenditure.
  - 4. The Contractor shall submit to the Department a final expenditure report within 45 days of the Contract's termination date. The report shall be sent by the Contractor to the Department's Project Officer. The report shall show the Contract's SAP number, Federal Identification number, date when submitted, name of person preparing the report and total expenditures for each budget category. Upon request by the Project Officer, the Contractor shall provide documentation to substantiate an expenditure.
  - 5. Funds must be spent by the Contractor by the termination date of the Contract, unless a no cost extension is granted pursuant to the terms of this Contract. Any unspent funds at the end of the Contract shall be returned to the Commonwealth within 45 days of the Contract's termination date. A check in the amount due to the Commonwealth shall be made payable to the "Commonwealth of Pennsylvania, Department of Health". The Contractor shall also provide a breakdown of the funds being returned and shall include the Agreement's SAP number. The check and correspondence shall be mailed to the Department's Project Officer, Local Health Department Team, 8th Floor West, H&W Bldg., 625 Forster Street, Harrisburg, PA 17120-0701.
  - 6. 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 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 is 20% or greater of the total amount of the Contract.

- C. Reallocations at or exceeding 20% of the total amount of the Contract may not occur more than four times per 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 in writing with the monthly expenditure report, but need not request Department approval, except as provided for in Paragraph 6(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. 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 6(a) shall be counted as one Budget Revision under that paragraph.
  - ii. The Contractor may not reallocate funds to the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto 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 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. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
  - iv. 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.
- 7. The Commonwealth will make payment(s) 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. 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.
  - b. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- C. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.

**Appendix C  
BUDGET SUMMARY**

**Delaware County Health Department  
4100095601  
05/01/2023-11/30/2027**

<b>CATEGORIES</b>	<b>Original Budget</b>	<b>Amendment Type &amp; Number</b>	<b>Total Budget</b>
<b>I. PERSONNEL SERVICES</b>	2,203,000.00	-	2,203,000.00
<b>II. CONSULTANT/SUBCONTRACT SERVICES</b>	1,000,000.00	-	1,000,000.00
<b>III. PATIENT SERVICES</b>	-	-	-
<b>IV. SUPPLIES/EQUIPMENT</b>	-	-	-
<b>V. TRAVEL</b>	100,000.00	-	100,000.00
<b>VI. OTHER COSTS</b>	1,664,067.00	-	1,664,067.00
<b>TOTAL</b>	4,967,067.00	-	4,967,067.00















## SIGNATURE REQUIREMENTS

Note: The name(s) and title(s) of the individual(s) signing the agreement must also be printed or typed in the appropriate place on the agreement. Documents are permitted to be signed electronically. If the documents are not signed electronically, the original ink signatures are required.

### CORPORATION (including Professional Corporation)

- Two signatures are required: either the President or Vice President and either the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer of the Corporation must sign.
- If any other person has authority to execute agreements on behalf of the Corporation, that person may sign, but a copy of the document conferring that authority (such as by-laws or corporate resolution) must be sent with the agreement when it is returned to the Department for processing.

NOTE: Pennsylvania law requires a for-profit corporation to have a corporate designation such as "Inc.," "Corp.," "Co.," "Ltd.," or "P.C." as part of the corporate name. A not-for-profit corporation under Pennsylvania law might or might not have such a designation as part of the name. When reviewing the corporate name on the agreement, you should make certain it is complete and correct. If a correction to the corporate name is made on the agreement, that correction must be initialed and dated by the same person(s) who sign the agreement.

### PARTNERSHIP

- General Partnership – the agreement must be signed by a partner. The title line should indicate "Partner."
- Limited Partnership – only a general partner is authorized to sign on behalf of the partnership. The title line should indicate "General Partner."
- If the partner signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate partner.

NOTE: Partnerships of either kind (general or limited) may register as "limited liability partnerships." This does not affect the signature requirements noted above.

### LIMITED LIABILITY COMPANY (LLC)

- Member-Managed LLC – the agreement must be signed by a member. The title line should indicate "Member."
- Manager-Managed LLC – the agreement must be signed by a manager. The title line should indicate "Manager."
- If the member or manager signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate member or manager.

### SOLE PROPRIETORSHIP

- The owner should sign the agreement. The title line may be left blank.

### DOING BUSINESS AS (d/b/a), or TRADING AS (t/a)

- Corporation operating under a fictitious name – the agreement must be signed according to the instructions provided under "CORPORATION."
- Partnership operating under a fictitious name – the agreement must be signed according to the instructions under "PARTNERSHIP."
- LLC operating under a fictitious name – the agreement must be signed according to the instructions under "LIMITED LIABILITY COMPANY."
- Sole proprietorship operating under a registered fictitious name – the agreement must be signed according to the instructions provided under "SOLE PROPRIETORSHIP."
- The name must include the name of the person(s) or entity(ies) owning and registering the fictitious name, followed by the fictitious name.
- Examples include:

Sole Proprietorship  
John Doe  
d/b/a The Coffee Shop

Partnership  
John Doe and Jane Doe  
d/b/a The Coffee Shop

Corporation  
Doe, Inc.  
d/b/a The Coffee Shop

### COUNTIES

- For all counties except home rule charter counties: signature of at least two of the County's three Commissioners shall be affixed; signatures shall be attested to by the Chief Clerk.
- Home rule charter counties shall execute contracts in accordance with their charters, administrative codes, or as directed in writing by their solicitors.



**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:

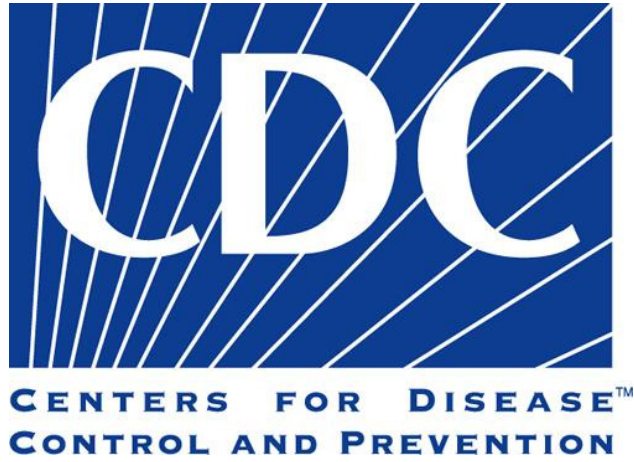
1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction 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>	



**Centers for Disease Control and Prevention**

Center for Surveillance, Epidemiology, and Laboratory Services

Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems

CDC-RFA-OE22-2203

08/15/2022

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### Part I. Overview

Applicants must go to the synopsis page of this announcement at [www.grants.gov](http://www.grants.gov) and click on the "Subscribe" button link to ensure they receive notifications of any changes to CDC-RFA-OE22-2203. Applicants also must provide an e-mail address to [www.grants.gov](http://www.grants.gov) to receive notifications of changes.

#### A. Federal Agency Name:

Centers for Disease Control and Prevention (CDC)

#### B. Notice of Funding Opportunity (NOFO) Title:

Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems

#### C. Announcement Type: New - Type 1:

This announcement is only for non-research activities supported by CDC. If research is proposed, the application will not be considered. For this purpose, research is defined at <https://www.gpo.gov/fdsys/pkg/CFR-2007-title42-vol1/pdf/CFR-2007-title42-vol1-sec52-2.pdf>. Guidance on how CDC interprets the definition of research in the context of public health can be found at <https://www.hhs.gov/ohrp/regulations-and-policy/regulations/45-cfr-46/index.html> (See section 45 CFR 46.102(d)).

New - Type 1

#### D. Agency Notice of Funding Opportunity Number:

CDC-RFA-OE22-2203

#### E. Assistance Listings Number:

93.967

#### F. Dates:

##### 1. Due Date for Letter of Intent (LOI):

06/30/2022



Recommended but not Required  
LOI due date: 6/30/2022  
Project Officer: Jonathan Carlson  
Email address: PHInfrastructure@cdc.gov

**2. Due Date for Applications:**

08/15/2022

11:59 p.m. U.S. Eastern Standard Time, at [www.grants.gov](http://www.grants.gov).

**3. Due Date for Informational Conference Call:**

June 29, 2022

**Applicant Informational calls:** CDC will host 2 informational calls for interested applicants. The content of both calls will be identical. The 2 times are offered as a way to help accommodate the schedules of interested applicants and their locations in varying time zones. Due to limited space, we ask that interested applicants only register for Webinar A or B, but not both.

When: June 29, 2022 3:00 to 4:00 PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call A

Register in advance for this webinar:

[https://cdc.zoomgov.com/webinar/register/WN\\_V5iIgBryTBCUwpp1xxgDqA](https://cdc.zoomgov.com/webinar/register/WN_V5iIgBryTBCUwpp1xxgDqA)

When: June 29, 2022 6:00 to 7:00PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call B

Register in advance for this webinar:

[https://cdc.zoomgov.com/webinar/register/WN\\_jrPD018uQMCydBMi6d9vew](https://cdc.zoomgov.com/webinar/register/WN_jrPD018uQMCydBMi6d9vew)

**F. Executive Summary:**

**Summary Paragraph**

The COVID-19 pandemic has led to a historic investment in the infrastructure of U.S. public health agencies. This NOFO is drafted to provide support for core infrastructure improvements that include, but are not limited to, these agencies' workforce, foundational capabilities, and data infrastructure. Stronger infrastructure will serve immediate needs to respond to the ongoing COVID-19 pandemic and other public health outcomes that worsened or stalled during the COVID-19 pandemic. The investments will have sustained effects that position these agencies to better meet the ongoing and future public health needs of the communities and populations they serve.

All recipients under Component A will receive workforce and foundational capabilities funding and recipients of Component B will also be funded. Only some recipients, to be determined, under Component A will receive data modernization initiative funding. All awards are subject to availability of funds.

**a. Eligible Applicants:**

Open Competition

**b. NOFO Type:**

G (Grant)

**c. Approximate Number of Awards**

116

**Component A:** 111

**Component B:** 5

**d. Total Period of Performance Funding:**

\$3,945,000,000

**e. Average One Year Award Amount:**

\$21,938,000

**Component A**

Strategy A1 Workforce: \$20,000,000

Strategy A2 Foundational capabilities: \$1,260,000

Strategy A3 Data modernization: \$678,000

**Component B:** \$9,000,000

These amounts are subject to the availability of funds.

**f. Total Period of Performance Length:**

5

**g. Estimated Award Date:**

November 01, 2022

**h. Cost Sharing and / or Matching Requirements:**

No

**Part II. Full Text**

**A. Funding Opportunity Description**

**1. Background**

**a. Overview**

The COVID-19 pandemic emphasized the critical importance of a robust public health system. Public health departments and other public health partners need to continue their work to respond to COVID-19 and prepare for future public health emergencies. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. Public health partners need the capacity to regain their footing in these areas and then accelerate their efforts.

This funding is intended to help meet critical infrastructure needs in the short-term; it should also make possible strategic investments that will have lasting effects on public health agencies across the United States. To that end, Component A will support strategically strengthening public health infrastructure and systems related to the workforce, foundational capabilities, and data infrastructure. Component B will support Component A recipients to implement key strategies more efficiently and effectively, by providing technical assistance, evaluation leadership and support, and mechanisms for communication and coordination across all recipients.

Maximum flexibility will be provided to the recipients to carry out this work consistent with the purpose of the funding and the scope of this NOFO. The scope of possible workforce investments is wide, including hiring, retaining, supporting, and training the workforce; there will be no restrictions on the types of positions that can be hired for public health capacity building. Other investments and improvements to foundational capabilities will help modernize public health agencies and position them to be even better service providers and partners. Investments and improvements to modernize the data infrastructure will serve to improve efficiency and effectiveness of those organizations' operations and public health work, including their ability to partner in a complex health and health care environments. These outcomes will lead to public health services being improved, and in turn public health outcomes including COVID-19 will be better addressed.

Across areas, this should be part of a transformation of public health agencies needed to meet the evolving and complex needs of the U.S. population. This transformation will improve public health internal systems and operations. This will necessarily involve creating and strengthening partnerships at all levels. This funding also recognizes a history of underinvestment in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems. This program also should support larger efforts to rebalance these investments and serve communities and populations in a more equitable way.

All recipients will receive workforce and foundational capabilities funding under Component A and recipients of Component B will also be funded. Only some recipients, to be determined, requesting A3 Data modernization funding will be funded.

All awards and funding are subject to availability of funds.

#### **b. Statutory Authorities**

Section 317(k)(2) of the Public Health Services Act [42 USC 247b(k)(2), as amended]; the American Rescue Plan 2021 Subtitle F—Public Health Workforce, SEC. 2501

#### **c. Healthy People 2030**

The "*Healthy People 2030*" focus areas of:

- [Public Health Infrastructure](#)
- [Health Conditions](#) (such as [Respiratory Diseases](#))
- [Health Behaviors](#) (such as [Emergency Preparedness](#) or [Vaccinations](#))
- Social Determinants of Health (such as [Health Care Access and Quality](#))
- Healthcare [Workforce](#)
- [Hospital and Emergency Services](#)

#### **d. Other National Public Health Priorities and Strategies**

- [HHS Action Plan to Reduce Racial and Ethnic Health Disparities: A Nation Free of Disparities in Health and Health Care](#)
- [CDC CSTLTS and NACCHO's Public Health Infrastructure and Systems](#)

- [HRSA’s Health Workforce Strategic Plan](#)
- [ASPR/PHE’s US Health Security National Action Plan](#)
- [National Institute of Health’s Workforce Planning Toolkit](#)
- [Data Modernization Initiative Strategic Implementation Plan](#)

**e. Relevant Work**

This NOFO is complementary and non-duplicative of many CDC program activities, public health priorities, and strategies, in particular:

- [CDC-RFA-OT21-2103](#): National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities
- [CDC-RFA-CK19-1904](#): Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC)
- [ELC Enhancing Detection Emerging Issues Project](#): Funding for the Enhanced Detection, Response, Surveillance, and Prevention of COVID-19
- [Accelerating Data Modernization in Public Health Departments | DMI Support | CDC](#): funding under the ELC cooperative agreement for data modernization, electronic case reporting, and vital statistics systems strengthening
- [CDC-RFA- PS19-1901](#): Strengthening Sexually Transmitted Disease Prevention and Control for Health Departments - Supplement for Disease Intervention Services (DIS) Workforce Development
- [CDC-RFA-TP22-2201](#): Public Health Crisis Response Cooperative Agreement
- [CDC RFA-OT18-1803](#): Tribal Public Health Capacity Building and Quality Improvement
- [CDC-RFA-OT20-2004](#): Supporting Tribal Public Health Capacity in Coronavirus Preparedness & Response

**2. CDC Project Description**

**a. Approach**

**Bold** indicates period of performance outcome.

Logic Model: Strengthening US Public Health Infrastructure, Workforce, and Data Systems (Components A and B)

Strategies	Short-Term Outcomes	Intermediate-Term Outcomes	Long-Term Outcomes
Component A: Strengthening public health (PH) infrastructure			
Strategy A1: Workforce	<b>ST1. Increased hiring of diverse staff (A1)</b>	<b>I1. Increased size and capabilities of the PH workforce (A1-2)</b>	LT1. Accelerated prevention, preparedness, and response
Strategy A2: Foundatio	<b>ST2. Improved organizational systems &amp;</b>	<b>I2. Stronger PH</b>	

nal capabilities	<b>processes (A2)</b>	<b>foundational capabilities (A1-3)</b>	to emerging threats (A1-3)
Strategy A3: Data modernization	<b>ST3. More modern and efficient data infrastructure (A3)</b>  <b>ST4. Increased data interoperability (A3)</b>	<b>I3. Increased availability and use of PH data (A3)</b>  I4. Increased reach of PH services (A1-3)	LT2. Improved other public health outcomes (A1-3)
<b>Component B: Technical assistance for public health agencies</b>			
Strategy B1: Training and technical assistance for Component A	ST1. Increased grant implementation knowledge & skills among Component A recipients (B1, B2)	I1. Increased effectiveness of strategy implementation among Component A recipients (B1, B2)	LT1. Increased achievement of Component A grant outcomes (B1-B3)
Strategy B2: Grant program evaluation	<b>ST2. Increased hiring &amp; retention mechanisms available to Component A recipients (B1)</b>	I2. Increased efficiency of strategy implementation among Component A recipients (B1, B2)	LT2. Strengthened capacity of Component A recipients (B1-B3)
Strategy B3: Grant coordination & communication	ST3. Increased knowledge about grant processes & outcomes among Component A recipients, CDC, & other partners (B2, B3)	<b>I3. Improved sharing of lessons learned &amp; evidence among Component A recipients, CDC, and other interested partners (B1-B3)</b>	

**i. Purpose**

Component A will serve many purposes. First, it will enable recipients to hire, retain, sustain, and train the public health workforce, and strengthen their foundational capabilities. Also, with investments in data modernization, public health services will be expanded, improved, and accelerated, and in turn public health concerns including COVID-19 will be better addressed. The purpose of Component B is to support successful implementation of Component A, by providing technical assistance, evaluation support, and coordination and communication support among relevant partners.

**ii. Outcomes**

Under Component A, strategy A1 Workforce, the key outcomes that recipients are expected to achieve by the end of the period of performance include increased hiring of diverse staff and increased size and capabilities of the public health workforce with improved wages and protections. For strategy A2 Foundational capabilities, the key outcomes include improved organizational systems and processes and evidence of stronger public health foundational capabilities. For strategy A3 Data modernization, key outcomes include a more modern and efficient data environment, increased data interoperability, and increased availability and use of

public health data. Key outcomes specific to Component B include increased hiring and retention mechanisms available to Component A recipients and, in the longer term, improved sharing of lessons learned and evidence among Component A recipients, CDC, and other interested partners.

### **iii. Strategies and Activities**

#### **Component A: Strengthening Public Health Infrastructure**

Key principles

All work under Component A should be grounded in three key principles:

- The need for data and evidence to drive planning and implementation
- The critical role that partnerships will play in success, and
- The imperative to direct these resources in a way that supports health equity

All planning for investments in workforce, foundational capabilities, and data modernization must be driven by careful, strategic thinking, relevant data and evidence, and engagement with key partners. Recipients should take the time needed to plan these investments in ways that meet their needs and contexts. Strategic, data-driven planning should help maximize the benefits of these investments to public health agencies and the populations they serve. This approach should continue throughout implementation, to guide any needed course corrections and generate evidence about the effectiveness of strategies implemented through this grant.

Across the strategies below, recipients will need to collaborate and coordinate with a wide range of partners, to support planning, implementation, and evaluation. Those partners may vary across strategies and across recipients, but the need to devote significant funding and staff time toward building and strengthening old and new partnerships will be a common thread.

Across the strategies below, recipients are expected to approach planning and implementation with health equity, diversity, equity, inclusion, and accessibility in mind. How this looks may vary by strategy. For example, workforce investments should include dedicated efforts to recruit staff from the communities they serve and continue to create a public health workforce that can meet the needs of all communities. Investments in the data should be directed in ways that help strengthen ties with, and services in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems.

#### **Strategy requirements for recipients of Component A**

Applicants are encouraged to apply for all Strategies A1-A3 and to propose work under some or all Key Activities, to benefit from this opportunity. Applicants that apply for Strategy A1 must include Key Activity 6: at a minimum, this includes: supporting a fulltime Workforce Director and evaluation staff. Applicants may support a Data Modernization Director under strategy A1 Workforce, but this is not required.

#### **Additional strategy requirements for statewide recipients of Component A**

No less than 40% of the funding provided to state health department recipients for Strategy A1 Workforce should be distributed among the local health departments that have not received direct funding from this grant. All recipients should demonstrate how they will reduce or eliminate the administrative requirements and reporting burden put upon local public health departments and nonprofit organizations supporting grant activities. No recipient should request or require additional programmatic reports, work plans, or expenditure information from local health departments beyond what is required by the grant, unless otherwise required by law. State health departments should ensure that these funds are dispersed to their jurisdictional local health departments within the first year of the grant. (This guidance does not supersede state, and local rules, and regulations, or official funding agreements between state and local public health agencies.) These items should be described in the project and budget narrative.

### **Flexibility for recipients of Component A**

The strategies and activities outlined below are broad by design and intended to provide recipients with maximum flexibility to meet their needs. Applicants can apply for one or more of the Strategies A1-A3 below, and within any selected Strategy, applicants can apply for one or more of the Key Activities. Applicants can also propose Key Activities not listed under a strategy, so long as they clearly align under the broader strategy ([Appendix 1 Sample Activities for Component A.docx](#))

Strategies A1-A3 overlap to some extent, and recipients can fund and organize their proposed activities under whichever strategy they wish, given their program's priorities and budget. For example, workforce can be supported under all strategies as appropriate, and work related to data infrastructure can be supported under Strategy A2 Foundational capabilities and under Strategy A3 Data modernization. Similarly, activities to strengthen human resource and workforce related systems and processes can be supported under Strategy A1 Workforce or A2 Foundational capabilities.

### **Guidance for applicants to Component A**

In the narrative portion of the application, for each strategy for which they are applying, applicants should explain why they are applying for that strategy and describe the organizational transformations they expect to accomplish in 5 years under this grant. When information or data are lacking to support the rationale for a particular strategy, applicants should outline the purpose and timeframe for any new assessments or analyses that need to be conducted to guide work under this NOFO. Under each strategy, applicants should describe the Key Activities that they plan to implement in year one, if funded, and the reasons or evidence that make those activities both feasible and effective in the applicant's public health system and context. Applicants are encouraged to provide a description of their current state, key barriers or constraints to moving forward, and how these funds would be used to overcome or circumvent those barriers.

Each strategy being applied for should have a clear separate Abstract Narrative, Project Narrative and Budget Narrative with the following verbatim titles identifying each strategy: A1 Workforce, A2 Foundational capabilities, and A3 Data modernization.

### **Strategy A1 Workforce**

The intent of the strategy is to reinforce and expand the public health workforce by hiring, retaining, supporting, and training the workforce and by strengthening relevant workforce planning, systems, processes, and policies. The public health workforce that can be supported includes the full range of public health positions, across levels of workforce tenure and seniority, public health topic or program areas, and competencies. Positions may include those that are inherently public health in nature and those that are inherently cross-cutting or foundational in nature. The staff may work directly for the recipient or work for a governmental or non-governmental partner organization. ([Appendix 2\\_Example Workforce Positions and Position Descriptions.docx](#))

Under the strategy, recipients can fill vacancies and create new positions, and they can retain staff who are on term appointments, whom they wish to extend employment. Recipients can also make significant new investments in workforce engagement, well-being, and other related programs and services, to assist with retention and help improve emotional, mental, and physical health outcomes of the workforce. New and existing staff always need training, whether to refresh skills and knowledge or to learn new skills, given a dynamic public health work environment. Under this strategy, recipients can expand and strengthen training programs across focus or topic areas, intended audiences, methodologies, and formats. All trainings should strive to adhere to CDC's Quality Training Standards [[Quality Training Standards | Training Development | CDC](#)] and, when appropriate, to be made available through [CDC TRAIN](#).

Recipients also can use this grant to strengthen their own workforce and human resource related planning, systems, processes, and policies. Improving recipients' organizational administrative competencies related to human resource services may be necessary to accomplish the other Key Activities under this strategy. Some modifications and improvements may be put in place to assist directly with rapidly hiring, retaining, supporting, and training staff, but recipients may also pursue longer-term system or process improvements whose effects may not be felt immediately. As noted above, no less than 40% of the funding provided to state health department recipients for Strategy A1 Workforce should be distributed among the local health departments that have not received direct funding from this grant.

Across work in the strategy, recipients and their partners should prioritize recruiting and hiring staff who are from the communities and populations served. Recipients and their partners also should demonstrate a commitment to diversity, equity, inclusion, and accessibility in their workforce recruitment and selection processes, communication, and outcomes. Moreover, recipients and partners should strive to create high quality jobs with benefits, flexibilities, and salary levels that are attractive and provide job protection and security.

Some costs associated with recruitment and hiring are allowable, including supplies and equipment needed to perform their jobs, personal protective equipment, data management, and other necessary supplies. 45 CFR part 75 outlines the parameters related to allowable costs that might be implicated in proposed activities.

### **Strategy A1 Workforce: Specific requirements**

In addition to adhering to the three cross-cutting principles and the requirements outlined for all of Component A, applicants under Strategy A1 Workforce must also adhere to these requirements:



- Any applicant to this strategy should include significant work under Key Activity 1, Recruit and hire. Applicants are encouraged to apply to conduct work under all five Key Activities.
- Applicants must include Key Activity 6 related to supporting a Workforce Director, and evaluation staff. Supporting a DMI Director is an encouraged option, but not required.

**Strategy A1 Workforce: Key activities** (Refer to Appendix 1\_Sample Activities for Component A and Appendix 2\_Example Workforce Positions and Position Descriptions)

1. **Recruit and hire new public health staff.** For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
2. **Retain public health staff.** For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.
3. **Support and sustain the public health workforce.** For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
4. **Train new and existing public health staff.** For example, this could include improving the quality and scope of training and professional development opportunities for all staff.
5. **Strengthen workforce planning, systems, processes, and policies.** For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.
6. **Strengthen support for implementation of this grant.** At a minimum, applicants must:
  - Support a full-time Workforce Director who has sufficient authority and seniority to effectively manage the work under this grant. This individual must report to the highest level of the recipient organization, be able to represent the recipient organization, and participate actively in discussions and meetings with other recipients and CDC about the grant and their experiences under it. (Required)
  - Dedicate at least 1.0 full-time employee to program evaluation and performance measurement for all work proposed under Strategies A1-A3. These evaluation staff will facilitate progress reporting, use of grant performance measures, internal evaluation activities, collaboration with national partners from Component B on evaluation of the grant, and participation in relevant national organizational and workforce assessments. (Required)
  - Successful applicants may choose to use A1 Workforce funding to hire a Data Modernization Director. This is an encouraged option, not a requirement.

**Strategy A2 Foundational Capabilities**

The intent of this strategy is to strengthen recipients' overall systems, processes, and policies to ensure a strong core infrastructure needed to protect health and provide fair opportunities for all. The Foundational Public Health Services (FPHS) [FPHS | PHNCI](#) framework defines a minimum set of capabilities and areas that must be available in every community. The FPHS framework aligns well to the core capabilities that CDC itself seeks to strengthen and supports advancement in delivering [Essential Public Health Services](#). The framework includes eight (8) public health infrastructure foundational capabilities, which are the cross-cutting skills and capacities needed to support basic public health protections and other programs and activities that are key to ensuring the community's health and achieving equitable health outcomes.

These capabilities include: 1) Assessment/Surveillance, 2) Emergency Preparedness and Response, 3) Policy Development and Support, 4) Communications, 5) Community Partnership Development, 6) Organizational Competencies, 7) Accountability/Performance Management, and 8) Equity.

Effectively managing a public health agency implicates every aspect of these foundational capabilities <https://phnci.org/transformation/fphs>. It also includes strengthening the public health agency's ability to meet or exceed the standards and measures outlined in the national consensus accreditation standards for health departments, which are aligned with the foundational capabilities and ensure that these are in place. [Version 2022 - Public Health Accreditation Board \(phaboard.org\)](#) Recipients should consider how to meet or exceed the public health accreditation standards and measures that align to these foundational capabilities.

As jurisdictions transition from COVID-19 emergency response footing to long-term, sustainable approaches to delivering the essential public health services, A2 funding will focus on supporting those core foundational capabilities that are not directly funded by other sources but are nonetheless important to underlying public health infrastructure. All the foundational capabilities may be supported by this funding. However, to reduce the duplication of effort specific to foundational capabilities funded through other sources, such as surveillance, epidemiology, laboratory capacity, and vital records, work under Strategy A2 should focus on the following crosscutting activities that do not have a direct source of CDC funding.

**Strategy A2 Foundational capabilities:** Key activities ([Appendix 1\\_Sample Activities for Component A.docx](#))

1. Strengthen accountability/Performance management, including accreditation.
2. Strengthen organizational competencies addressing information technology, data modernization human resources, financial management, contract, and procurement services.
3. Enhance communications.
4. Enhance or increase policy development and legal services and analysis.
5. Strengthen community partnership development and engagement.
6. Improve equity and organizational competencies addressing leadership, governance, and strategic planning.

7. As appropriate, implement plans to transition from COVID-19 emergency response and other emergency response and preparedness projects.

### **Strategy A3 Data modernization**

This funding supports jurisdictions to develop and deploy scalable, flexible, and sustainable technologies, policies, and methods to implement world-class data and analytical capabilities to support the Essential Public Health Services. Public health data infrastructure should have clear governance structures that are inclusive (e.g., consider the needs of counties and cities as well as states) and technically enforceable (i.e., written into the infrastructure's code). The data infrastructure should be able to scale rapidly, be flexible to accommodate changing needs in public health surveillance and response, ensure bidirectional data flow, and provide predictive ability to identify emerging public health risks and concerns. All activities undertaken should reduce burden on health care and public health partners reporting data, while enhancing data sharing at all levels. This effort also aims to accelerate modernization through enhancing the public health data workforce and encourages the use of shared data and health information services and infrastructure offered via CDC or partner organizations. The goal is to enhance the data and information infrastructure used by public health.

Governance processes should assure that state level activities consider the needs of counties and cities, and that city and county level initiatives do not duplicate services, systems, or other resources available from the state public health agency. Strategies should ensure the ability to exchange and integrate data among public health systems and agencies, and with health care and other public health partners, including tribal entities as appropriate. Recipients will be expected to demonstrate step-wise progress in assessing current functionalities and prioritizing modernization needs prior to making investments. Every effort should be made to ensure the sustainability by leveraging procurement approaches that support modern service design and development.

This funding opportunity builds on and is expected to coordinate with and leverage, but not duplicate, the workforce, laboratory system, and data-related progress made via Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), Public Health Emergency Preparedness (PHEP), and other funding opportunities and investments.

Recipients of this funding are required to coordinate with and leverage, but not duplicate, the workforce, laboratory system, and data-related activities in Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), Public Health Emergency Preparedness (PHEP), and other funding opportunities and investments. Applicants of A3 must specify in their proposals as to whether or not they are a current recipient of data modernization funding through the CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) supplemental funding.

### **Strategy A3 Data modernization: Requirements**

- Investments in stand-alone, monolithic systems with limited interoperability are not allowed.

- Investment in new system design/configurations will require sign-off from CDC DMI program prior to jurisdictional procurement to ensure alignment with the North Star Architecture strategy.
- Key Activities 2-4 below are required.

**Strategy A3 Data modernization:** Key activities ([Appendix 1 Sample Activities for Component A.docx](#))

1. **Identify** a data modernization director and supporting team that will be responsible for ensuring the jurisdiction takes an agile, enterprise-wide approach in assessment, planning, and incremental implementation of modernization activities. The director may be funded through this award or other sources. This position is strongly recommended as part of Strategy A1 Workforce.
2. **Assess and report** the current capacity, gaps, and opportunities to modernize the public health data infrastructure and workforce. For jurisdictions who have recently completed a data modernization assessment (e.g., within the past 2 years) previous assessments should be reviewed and updated. This is a required activity.
3. **Create implementation plans** for 1) modernization of public health data environment to support public health work that includes forward-looking use of flexible, scalable, sustainable infrastructure that leverages shared services and cloud-native technology and 2) workforce development to address existing gaps, build capacity within the current workforce and sustain modernization gains. Implementation plans should be based on assessment results. Initial implementation plans should be developed by the end of Year 1, and must demonstrate collaboration across city, county, and state public health agencies and not duplicate systems and services. This is a required activity. Workforce needs may be addressed through Strategy A1 Workforce or Strategy A3 Data modernization, and while it is an encouraged option to include hiring a DMI director, it is not required.
4. **Implement** developed work plans to realize data infrastructure enhancements and improvements. Implemented activities should be aligned with national efforts and national standards. As part of implementation, recipients will be required to 1) attend an annual Data Modernization Workshop; 2) participate in a CDC-sponsored Data Modernization Learning Community and 3) participate in other established and relevant communities of practice as appropriate. This is a required activity.
5. **Accelerate implementation** by proposing innovative modernization projects to enhance data quality, exchange, dissemination, and use. Acceleration projects will only be approved after progress on activities 1-4 has been demonstrated.

For Strategies A3 Data modernization CDC may develop additional supplemental guidance that outlines additional work plan and budget requirements tailored to the jurisdictional public health infrastructure needs and congressional language in appropriations specific to this strategy that could include specific data modernization activities not listed in the activities section of this funding opportunity.

**Component B: Technical Assistance for Component A**

The purpose of Component B is to support Component A recipients to implement Strategies A1-A3 more efficiently and effectively. Component B recipients will do this by providing technical assistance, evaluation leadership and support, and mechanisms for communication and coordination across all recipients and CDC.

Applicants to Component B can apply for one or more **Strategies** below.

All recipients of Component B will be expected to communicate and coordinate with one another, to support and streamline engagement with Component A recipients, with the assistance of the recipient of Strategy B3. Regardless of strategy in which they work, Component B recipients are encouraged to help Component A recipients build and strengthen partnerships with academic institutions including minority-serving institutions (e.g., HBCUs, HACUs, etc.) and other technical organizations operating in recipients' project areas, to support more sustainable access to technical assistance and expertise.

### **Strategy B1 Training and technical assistance for Component A Strategies A1, A2, and A3**

The intent of this strategy is to assist recipients of Component A more efficiently and effectively plan and implement their grant activities. Recipients of Strategy B1 should facilitate collection and use of relevant data, expedite access to information and mechanisms that help recipients meet their grant goals, and increase recipients' skills and capacity to retain some of the gains of the grant in the longer term. The training and technical assistance offered should be driven by Component A recipients' needs. The training and technical assistance should be of such high quality and value to Component A recipients, that voluntary uptake will be high.

Applicants to Strategy B1 can choose to propose one or more Key Activities.

#### **Key activity 1: Evidence-driven planning for Strategy A1 Workforce and Strategy A2 Foundational capabilities**

One or more Component B recipients should support Component A recipients by providing cross-cutting and ongoing planning activities, through providing technical assistance with:

- Conducting foundational capabilities and workforce needs assessments
- Synthesizing and using data related to the workforce to guide work under Strategy A1
- Synthesizing and using data related to foundational capabilities to guide work under Strategy A2
- Analyzing and using the above types of data for program improvement and decision-making
- Creating and strengthening partnerships with academic institutions including minority-serving institutions (e.g. HBCUs, HACUs, etc.), academic organizations, and other technical organizations to support implementation of Strategies A1-A2 and to increase student rotations at public health departments.

Assistance related to workforce and foundational capabilities planning should be made available as soon as possible after awards are made to Component A recipients, particularly for those recipients that do not have recent strategies or needs assessment data to drive planning for their Component A grant application. This assistance should help recipients revise and strengthen

their work plans during the period of performance under A1 and A2 of this grant. This kind of assistance should continue during the grant period. For example, with continuation applications to the grant and other ongoing planning needs at the recipient level.

**Key activity 2: Evidence-driven implementation for Strategy A1 Workforce and Strategy A2 Foundational capabilities**

One or more Component B recipients should also support Component A recipients by identifying and providing access to evidence and information about best practices and models for recipients to draw from for implementation, such as:

- Model job descriptions, personnel sharing agreements, scopes of work, and requests for proposals
- Conducting regional and national pay and salary reviews
- Guidance on how to identify, develop, and evaluate high quality programs to implement under A1 Workforce and A2 Foundational capabilities (e.g., workforce training programs, strategic planning approaches)
- Model policies and legislation, including those related to hybrid workplaces, teleworking policies, hiring caps, and workforce surge capability
- Access to new evidence and tools that support implementation
- Access to human resource, workforce development, and foundational capability expertise, which recipients could access for tailored assistance
- Direct support for peer-to-peer learning on best practices, with travel support or honorariums
- Development of a peer-to-peer exchange program between CDC and state, local and territorial public health agencies (e.g., providing a 4-week experiential on-site learning opportunity)

**Key activity 3: Data modernization**

One or more Component B recipients should support Component A recipients through assessing training needs and providing training opportunities to support the use of flexible, scalable, sustainable infrastructure that leverages shared services and cloud-native technology and is focused on data standards and technologies. Example training topics may include, but are not limited to, the following: software as a service, HL7 standards including V2, V3 and FHIR, machine learning, trust frameworks (e.g., TEFCA), USCDI and USCDI plus, and national initiatives, as they are announced. Partners will be responsible for

- Understanding jurisdiction training needs
- Identifying and contracting with vendor partners to deliver trainings in a variety of modalities
- Promoting available training offerings to recipients
- Maintaining a repository of developed trainings that is accessible to jurisdictions for training on demand, and

- Conducting other activities associated with expanding access to standards-based trainings.

Training topics and delivery methods will be developed in coordination with CDC. Training topics that do not support the use of flexible, scalable, sustainable infrastructure by jurisdictions will not be approved.

**Key activity 4: Accessing staffing solutions and contracts to facilitate implementation of Strategies A1, A2, and A3**

One or more Component B recipients should support Component A recipients by providing direct access to hiring, retention, training, and systems strengthening mechanisms. These may include coordinated access to:

- National, regional, or multi-state recruitment and hiring campaigns, platforms, or hubs
- Staffing solutions and direct mechanisms for hiring staff, or multi-state hiring contracts and mechanisms, particularly for positions that are hard to fill
- Multi-state or national contracts for training support
- Information technology agencies and contractors to introduce or modify human resource or related workforce, administration, and other data systems

**Strategy B2 Grant program evaluation**

A comprehensive evaluation of this grant is important to further build the evidence base around workforce development, foundational capabilities, and data modernization and to identify best practices and lessons that the public health sector could take forward, after this grant is over. To that end, one or more partners will be funded to take on an evaluation leadership role. This role will include development and management of a comprehensive evaluation plan involving multiple evaluation methods and ongoing dissemination and reflection on results obtained. Various audiences will need to be served by the evaluation activities, including the Component A recipients, CDC, the public health sector, and Congress. The primary aim of this strategy is to evaluate the grant, not to build evaluation capacity of the recipients, though some capacity-building is encouraged. The recipient(s) of Strategy B2 can subgrant to various evaluation partners, as they see fit, to accomplish the evaluation goals.

One or more Component B recipients will, in collaboration with CDC and Component A recipients:

- Design and implement an evaluation plan for the grant, which will likely include multiple case studies, surveys, focus groups, and triangulation with other existing data sources, performance measures, and other process and grant activity tracking
- Synthesize evaluation results, along with work plan and CDC performance measure data
- Support Component A recipients with participating in, analyzing, and using existing national initiatives that are related to describing the public health workforce and foundational capabilities, such as the [PHWINS](#), [ASTHO Profile](#), [NACCHO Profile](#), [Lab Testing Capacity](#), [Epidemiology Capacity Assessments](#), and health department accreditation efforts [www.phaboard.org](http://www.phaboard.org). Coordinate with and support, as appropriate, key

partners involved in existing national initiatives that are related to describing the public health workforce and foundational capabilities

- Prepare briefs that highlight notable programmatic experiences for recipients as well as other audiences
- Assist Component A recipients with preparing and reporting performance measures to CDC
- Disseminate and promote use of preliminary and final evaluation results, to Component A recipients, CDC, other partners, and the peer-reviewed literature

### **Strategy B3 Grant coordination and communication**

This grant will have numerous recipients that reflect a wide range of capacity, needs, and strategic approaches. However, they will share many characteristics and will be working towards similar goals. Communication among Component A recipients about their experiences, plans, questions, and findings is key to helping each one move forward with their work in efficient and effective ways. The recipient(s) of Strategy B3 will facilitate this communication and should adopt multiple means for doing so, from annual meetings to regular webinars and other online ways to share information and questions in real time. This recipient(s) will also help coordinate communication between the Component A recipient community and CDC, to complement the work of project officers and other CDC staff supporting implementation.

#### **Key Activity 1: Crosscutting coordination and communication**

One or more Component B recipients will, in collaboration with CDC and Component A recipients:

- Create, host, and maintain one or more communities of practice for recipients to exchange information and resources
- Hold regular informational webinars for recipients
- Organize annual recipient meetings (virtual and in-person, as appropriate)
- Facilitate communication between CDC and the recipient community, including identification and maintenance of relevant online platforms for sharing
- Facilitate communication and coordination among the other Component B partners to support and streamline engagement with the Component A recipients
- Facilitate communication and coordination between Component B partners and the recipient community, including maintenance of a system for managing and tracking TA requested from and provided to recipients
- Obtain feedback from the recipient community as needed

#### **Key Activity 2: Data modernization**

In collaboration with CDC, one Component B recipient with a strong understanding of modern public health data systems and informatics principles and practices should support recipients of Strategy A3 Data modernization through planning, organizing, and convening a yearly two-day



Public Health Data Modernization Workshop. Attendance at this workshop will be a required activity for all recipients funded for Strategy A3. Data modernization includes technologies, processes, strategies, and workforce capacity building that accelerate improvements to data quality, exchange management and use.

- The purpose of the workshop will be to convene the recipient data modernization directors and at least one supporting team member to improve their ability to modernize the data infrastructure and enhance data capabilities in their jurisdiction.
- The content of the workshop will be developed in coordination with CDC and should include training, sharing and discussions about data modernization topics (e.g. data standards, analytics, shared services, effective technologies), and strategies for conducting workforce development in these areas.

One Component B recipient with a strong understanding of modern public health data systems and informatics principles and practices will be selected to support all recipients through planning and convening a monthly or bi-monthly jurisdiction data modernization community of practice that will allow for more regular discussion of lessons learned and promotion of peer-to-peer learning across funded jurisdictions. Regular participation in this learning community will be a required activity for all recipients funded for data modernization.

- The purpose of the learning community will be convening DMI Directors and other jurisdictional colleagues on a routine basis to promote sharing of lessons learned and peer-to-peer learning opportunities.
- The convened learning community will be developed in coordination with CDC and should include a monthly or bi-monthly schedule of virtual learning community gatherings, as well as an online collaboration space.

Applicants are to only apply to Component A or to Component B of this Notice of Funding Opportunity, but not both.

### **1. Collaborations**

Please see sections a and b below.

#### **a. With other CDC programs and CDC-funded organizations:**

Recipients of Component A and B are expected to collaborate, as appropriate, with CDC programs and centers, institutes, and offices (CIOs) to ensure that activities and funding are coordinated with, complementary of, and not duplicative of efforts supported under other CDC programs that support the public health workforce, data modernization, or the COVID-19 response. Given that this grant can serve nearly any aspect of a public health system, recipients will need to coordinate with nearly every CDC-funded grant or cooperative agreement that they receive or work with. The points of coordination and collaboration are numerous. Thus, we encourage the recipient to place the management for this grant in direct line of the office of the public health director and preferably under public health department leadership that has experience with managing crosscutting and flexible resources meant to improve the entire organization.

Specific to this grant, recipients of Component A should receive training and technical assistance from recipients of Component B1. Component A and Component B recipients are expected to

collaborate around the identification of training and technical assistance needs, sharing of best practices, lessons learned, and other communications.

All recipients of Component B will be expected to communicate and coordinate with one another, to support and streamline engagement with Component A recipients, with the assistance of the recipient of Strategy B3. Regardless of strategy in which they work, Component B recipients are encouraged to help Component A recipients build and strengthen partnerships with academic institutions including minority-serving institutions (e.g., HBCUs, HACUs, etc.) and other technical organizations operating in recipients' project areas, to support more sustainable access to technical assistance and expertise.

**b. With organizations not funded by CDC:**

The areas for collaboration with organizations not funded by CDC are also numerous and will extend across a recipient's public health system and program areas. These collaborations fall into two categories: those that relate to the internal operations of recipients' own organizations and those that relate to the areas and populations that these agencies serve. Data infrastructure-related collaborations should include existing and new partners to advance data exchange and modern data architectures and processes.

Specifically, Component A applicants should describe the primary collaborations that will help them implement their respective strategies. Applicants are encouraged to strengthen or establish new funding relationships with national, regional, or local partners, academic institutions, and community organizations that 1) have experience with aspects of public health infrastructure planning, development, and staffing, systems improvement, etc. or 2) can collaborate on data standardization, exchange, dissemination, and use; shared services and infrastructure; and data infrastructure design, planning and implementation.

Applicants of Component A should also acknowledge and focus this grant's efforts towards supporting U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems. This area for collaboration will require strong relationships and partnerships with existing community or social service delivery programs for African American, Hispanic, Asian American, Pacific Islander, Native American and other racial and ethnic minority groups and people living in rural communities. Specifically for Strategy A1 Workforce, this work also includes hiring staff who reflect the communities in which they will serve and enhancing the public health-related data available for those communities.

Such key partners may include the following:

- Community-based and civic organizations
- Federally recognized tribes, or tribal-serving organizations
- Academic institutions, and universities (e.g., minority serving institutions – Historically Black Colleges and Universities (HBCUs), Hispanic Association of Colleges and Universities (HACUs), American Indian Higher Education Consortium (AIHEC), Tribal Colleges and Universities (TCUs)
- Asian American and Pacific Islander Serving Institutions (AAPI)

- Organizations associated with the [Public Health AmeriCorps](#) program
- Faith-based organizations
- Local governmental agencies and community leaders
- Local businesses and business community networks and organizations, (e.g., employers, local chambers of commerce, or small business community groups)
- Social services providers and organizations, including those that address social determinants of health (e.g., community transportation; anti-discrimination organizations; legal services)
- Health care providers, including community health centers (e.g., federally qualified health centers [FQHCs])
- Health-related organizations, (e.g., pharmacies, testing centers, or community health workers)
- State Offices of Rural Health (SORH) or equivalent, State Rural Health Associations (SRHAs)
- Rural Health Clinics (RHCs) and Critical Access Hospitals (CAHs)

Component A applicants should describe in the application their primary collaborations that further the intent of this grant. Specifically, they should demonstrate their commitment to local partnerships and to using those partnerships to strengthen their infrastructure in ways that reflect the populations being served and that direct those infrastructure investments to areas of greatest public health need.

Relevant memoranda of understanding (MOUs), memoranda of agreement (MOAs), or letters of support are acceptable, but not required. Please use naming convention “ApplicantName\_Collaborations\_MOU\_YYYYMMDD,” and upload to [www.grants.gov](http://www.grants.gov).

This section only applies to Component A applicants.

## **2. Target Populations**

The populations to be served by this grant will vary across recipients and depend on local needs. The population this grant serves are those that use public health services including, U.S. communities that have been economically or socially marginalized, located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and those disproportionately affected by COVID-19 or other priority public health problems. Applicants should describe how they will use infrastructure investments to advance health equity in their jurisdictions. This should include involving relevant communities in the planning, implementation, and evaluation of applicants’ current and future infrastructure goals, as appropriate.

### **a. Health Disparities**

Component A recipients are expected to direct this grant effort toward reducing the burden of COVID-19 and other public health problems among disproportionately affected populations and medically underserved communities. Component B recipients should fully support this among the Component A recipients.

Component A applicants should describe the specific public health problems, groups, and geographic areas towards which they plan to direct the grant effort. They should describe how this plan should serve the aim of reducing health disparities and promoting health equity in the jurisdiction. Component B applicants should describe their commitment to supporting these goals among Component A recipients they will serve.

#### **iv. Funding Strategy**

##### **Coronavirus Disease 2019 (COVID-19) Funds**

A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home jurisdiction and/or appropriate public health measures (e.g., social distancing, or home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Applicants are to only apply to Component A or to Component B of this Notice of Funding Opportunity, but not both.

#### **Component A**

The funding strategy aims to distribute these funds in a transparent, data-driven way that ensures that they are available to areas with the greatest need. Funding for Component A will be

allocated by strategy based on the funding available for each strategy, based on a formula that establishes a funding floor and then allocates the remainder based on the size of the entire population served by the recipient, with an adjustment for community vulnerability, based on the Census Bureau's [Community Resilience Estimate](#). This adjustment serves to help direct additional resources towards areas with greater need, and recipients are encouraged to adopt similar principles when allocating funding within their coverage areas or jurisdiction. Statewide recipients' population sizes (and thus awards) will be adjusted to remove the populations of any funded countywide and citywide recipients within those statewide recipients.

All recipients may receive Strategy A1 Workforce and A2 Foundational capabilities funding. For A1 Workforce strategy, CDC determined a base amount of \$2,500,000 and ceiling of \$150,000,000. For A2 Foundational capabilities strategy, CDC determined a base amount of \$250,000 and ceiling of \$8,000,000. For A3 Data modernization strategy, CDC determined a base amount of \$175,000 and ceiling of \$3,600,000. Please see "Attachment A\_Funding Strategy" for a funding strategy formula.

For Strategies A3 Data modernization CDC may develop additional supplemental guidance that outlines additional work plan and budget requirements tailored to the jurisdictional public health infrastructure needs and congressional language in appropriations specific to this strategy that could include data modernization activities not listed in the activities section of this funding opportunity. Award amounts may be established by population-based formula, geographic overlap and unnecessary redundancies and other criteria specified in the appropriations legislation.

## **Component B**

Approximately \$45,000,000 will be made available to recipients under Component B. There is no award floor and no ceiling. No formula will be used for determining funding to each recipient.

### **b. Evaluation and Performance Measurement**

#### **i. CDC Evaluation and Performance Strategy**

Evaluation and performance measurement help demonstrate achievement of project outcomes; build a stronger evidence base for specific interventions; clarify applicability of the evidence base to different populations, settings, and contexts; and drive continuous improvement. CDC and recipients will use evaluation results to assess progress and to document program impact, sustainability, and continued program improvement recommendation that can be shared with decision makers and other partners.

To that end, recipients should allocate a portion of their award to support evaluation activities (i.e., including data collection and use of monitoring and evaluation data) and are encouraged to work with evaluators to do so.

## **Component A**

Component A recipients will work with CDC and Component B recipients to develop an evaluation and performance measurement plan that outlines their approach to addressing

common evaluation questions, reporting on evaluation results and performance measures, and sharing successes and challenges.

CDC and Component B2 Grant evaluation recipients will collaborate with Component A recipients to manage and analyze performance measure data and synthesize evaluation findings across recipients. CDC and Component B2 Grant evaluation recipients will also identify and conduct additional evaluation projects (e.g., analytic studies, and case studies) to evaluate program activities and outcomes.

### **Strategy A1 Workforce: Performance Measures**

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

#### Process measures

- Number and type of current vacancies overall and by Job Type/Classification and Program Area
- Number and type of hiring mechanisms used to hire new staff
- Number and type of incentives or programs used to retain existing public health staff
- Number and type of workplace programs or services newly available and used by staff
- Number and type of workforce, training, and other assessments conducted to guide workforce development and related programs
- Number and type of improvements to workforce systems and processes
- Number and type of innovations to workforce systems and processes
- Successes and challenges to implementation

#### Short-term outcome measures

##### **Increased hiring of diverse public health staff**

- Number of diverse staff hired overall and by job type or classification, program area, and hiring mechanism or employment status

##### **Increased retention of existing public health staff**

- Staff retention rate by job type (i.e., Retention rate =  $(A-B)/C$  where A = # of staff on last day of reporting period, B = # of new hires during reporting period, and C = # of staff on Day-1 of reporting period)
- Percent increase in salary ranges pre-pandemic to current date
- Number of positions with a salary range at or above \$15 an hour

##### **Improved workforce systems and processes**

- Percent improvement on jurisdiction's organizational administrative competency assessment from baseline
- Mean position vacancy duration in working days (average time to hire)

#### Intermediate outcome measures

##### **Increased size of the public health workforce**

- Number of staff employed overall and by job type or classification, program area, and hiring mechanism or employment status
- Total size of the workforce, over time, by job type or classification, program area, and hiring mechanism or employment status

### **Increased job satisfaction**

- Proportions of public health staff who report being satisfied with their job, their organization, the workplace environment, their pay, and their job security

### **Strategy A2 Foundational capabilities: Performance measures**

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

#### Process measures

- Number of recipients that apply for public health accreditation or re-accreditation
- Number and type of improvements to foundational systems and processes
- Number and type of innovations to foundational systems and processes
- Successes and challenges to implementation

#### Short-term outcome measures

### **Improved organizational systems and processes**

- Number and type of quality improvements to organizational systems and processes

#### Intermediate outcome measures

### **Stronger public health foundational capabilities**

- Number of recipients that receive public health accreditation or re-accreditation
- Number of recipients that meet or exceed accreditation standards and measures
- Number of recipients that report “full” or “sufficient” capability on organizational administrative competency assessments

### **Strategy A3 Data modernization: Performance measures**

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

#### Process measures

- Identified dedicated agency staff to lead and coordinate data modernization efforts
- Clearly established data, health information system and workforce capabilities, needs, and opportunities
- Extent of demonstrated utilization of shared services to enhance existing systems or data exchange
- Extent of enhanced workforce capacities and capabilities to accelerate data and health information system modernization

### Short-term outcome measures

#### **More modern and efficient data infrastructure**

- Improved public health data infrastructure, data science, and informatics capabilities and capacities
- Increased capacity to quickly analyze, interpret, and act on data

#### **Increased data interoperability**

- Improved public health data sharing and interoperability among partners (e.g., public health agencies, healthcare, laboratories, and other partners)
- Reduced data reporting burden among partners
- Increased efficiencies, timeliness and completeness of data

### Intermediate outcome measures

#### **Increased availability and use of public health data**

- Increase in availability of real-time, linked public health data that provide better, faster, and more coordinated data to recognize changes that may signal a threat and respond to emerging public health threats.

### Performance Measures shared with ELC

The following are shared measures with ELC. Monitoring and data collection will continue to be carried out under ELC for ELC recipients. For non-ELC recipients, monitoring and data collection will be carried out through grant monitoring processes.

1. Document and understand workforce, data, and HIS needs and opportunities
  - Completed assessment and identified opportunities using recommended tool or equivalent in first 90 days of award (Y/N).
  - If yes, provide summary of key finding and opportunities identified.
  - If no, describe barrier and challenges to completing the assessment.
  - Was assessment data used to develop the workforce development plan or data modernization plan? (Y/N)
  - If yes, describe data used and how the plans were modified.
2. Implement workforce enhancement to accelerate data and HIS modernization
  - Did trainings and other workforce activities address workforce competency gaps identified in the assessment? (Y/N).
  - Describe how the trainings and workforce activities address identified competency gaps.
  - Number of trainings:



- Provide a list of the trainings presented to include title of the training, intended audience, mode of delivery, number of participants, proportion of evaluations completed, and feedback provided.
3. Provide details on peer-to-peer learning (if applicable) via trip report; and workforce enhancement through fellows, technical assistance, or shared consultative services.
  4. Accelerate improvements to data quality, exchange, management, and use
    - List of shared services used or created to enhance existing systems or data exchange.

### **Component B: Performance measures**

Evaluation and performance measurement of Component B recipients will largely be focused on process measures. The proposed measures below will be further defined and finalized with Component A and Component B recipients after award and will complement data and information from ongoing progress reporting from the Component B partners.

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

#### Process measures

##### Strategy B1 Training and technical assistance

- Number and percent of recipients served, intensity of engagement with each recipient, topics covered, nature of TA provided
- Number of direct hiring and other contract mechanisms made available to Part A recipients, number and percent of Component A recipients that participate in those, and (for workforce related contracts) number of staff contracted through those mechanisms
- Extent of Component A recipients' satisfaction with the work of Component B TA partner(s)

##### Strategy B2 Grant evaluation

- Number of evaluation results products produced and disseminated, to whom, and when
- Number and percent of Component A recipients' that participate in evaluation activities conducted by the Evaluation partner
- Extent of Component A recipients' satisfaction with the work of Component B evaluation partner(s)

##### Strategy B3 Coordination and communication

- Number and percent of Component A recipients engaged in any communities of practice and major meetings and group events held for that group
- Extent of Component A recipients' satisfaction with the work of Component B coordination and communication partner(s)

#### Outcome measures

##### Strategy B1 Training and technical assistance

### **Increased hiring & retention mechanisms available to Component A recipients**

- Number and scope of workforce hiring and retention mechanisms made available to Component A recipients
- Number of Component A recipients that use those mechanisms
- Among Component A recipients that use those mechanisms, number and type of staff hired or retained

Strategy B2 Grant evaluation

**Improved sharing of lessons learned and evidence among Component A recipients, CDC, and other interested partners**

- Number and type of dissemination products based on evaluation findings disseminated to Component A recipients and to broader public health audiences
- Number and percent of Component A recipients that report significant learning from evaluation results shared

**CDC’s evaluation approach**

CDC will work with Component A recipients and Component B recipients to finalize NOFO performance measures and an overarching evaluation plan for this work. All partners will be expected to submit a comprehensive Evaluation and Performance Measurement Plan within 6 months of award. CDC will provide additional guidance for this plan after award.

The performance measures will complement ongoing progress and financial reporting. CDC will use these and other information and data sources to address key evaluation questions. CDC will collect information on a regular basis through the end of the period of performance using standardized templates. As described below, there will be six-month progress reporting submitted via the Research Electronic Data Capture, or otherwise known as REDCap. CDC will provide training and technical assistance for recipients on REDCap post-award.

The Component B2 Evaluation Partner(s) will further add to the evaluation approach, by complementing these data sources and other data reported directly to CDC. These evaluation activities may include case studies of Component A recipients’ experiences, focus groups and individual interviews with recipients, and other assessment tools. The evaluation plan that the Component B2 Evaluation Partner(s) will create at the start of their award will guide this approach.

Recipients also are encouraged to dedicate additional program evaluation and analytic expertise towards enhanced internal evaluation of their work under this grant. Recipient-driven evaluation may include additional monitoring, analysis, and use of related data, as well as targeted evaluation projects or quality improvement initiatives that support grant implementation or further develop the evidence base related to public health infrastructure investments.

**CDC’s evaluation approach for Strategies A1 Workforce and A2 Foundational Capabilities**

When appropriate and as applicable, recipients should devote grant resources towards participating in relevant national public health agency capability and workforce assessments and those related to health department accreditation. Recipients should also devote resources towards using the data from those assessments to guide planning and implementation under this grant. CDC plans to conduct secondary analyses of aggregate data from these existing assessments and use that information to track progress towards key outcomes over the course of the period of

performance. By relying on existing assessment and accreditation programs, CDC seeks to reduce the burden of data collection and reporting on recipients and reinforce the value of those existing efforts. Recipients that do not opt to participate in these assessments may be required to submit similar data elements separately to CDC. Current key infrastructure assessments include (but are not limited to) the following: [PHWINS](#), [ASTHO Profile](#), [NACCHO Profile](#), [Lab Testing Capacity](#), or [Epidemiology Capacity Assessments](#), and [the Public Health Accreditation Board's accreditation measures](#).

### **Data Management Plan and the Paperwork Reduction Act**

Given the flexible nature of this grant and diversity of allowable activities, a Data Management Plan (DMP) is not required unless a recipient chooses to allocate funding to an activity that involves the collection, generation, or analysis of data. The DMP may be submitted as a checklist, paragraph, or other format. To help guide applicants in developing a DMP, a sample plan is provided via the following link:

<http://www.icpsr.umich.edu/icpsrweb/content/datamanagement/dmp/plan.html>

As a result of the declared public health emergency (PHE), COVID-19, CDC's COVID-19 related data collections currently fall under a PHE Paperwork Reduction Act (PRA) Waiver as part of the 21st Century Cures Act. PRA requirements for most information collection activities that support the investigation of, and response to the COVID-19 pandemic, which would normally require submission of a PRA package, can be waived. If information collection activities continue beyond the period of the declared PHE or beyond the termination PHE PRA Waiver, all collections will become subject to requirements of the PRA. Awardees will receive additional guidance from CDC on how to address these PRA requirements.

### **ii. Applicant Evaluation and Performance Measurement Plan**

Applicants must provide an evaluation and performance measurement plan that demonstrates how the recipient will fulfill the requirements described in the CDC Evaluation and Performance Measurement and Project Description sections of this NOFO. At a minimum, the plan must describe:

- How the applicant will collect the performance measures, respond to the evaluation questions, and use evaluation findings for continuous program quality improvement.
- How key program partners will participate in the evaluation and performance measurement planning processes.
- Available data sources, feasibility of collecting appropriate evaluation and performance data, and other relevant data information (e.g., performance measures proposed by the applicant)
- Plans for updating the Data Management Plan (DMP) as new pertinent information becomes available. If applicable, throughout the lifecycle of the project. Updates to DMP should be provided in annual progress reports. The DMP should provide a description of the data that will be produced using these NOFO funds; access to data; data standards ensuring released data have documentation describing methods of collection, what the data represent, and data limitations; and archival and long-term data preservation plans. For more information about CDC's policy on the DMP, see <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

Where the applicant chooses to, or is expected to, take on specific evaluation studies, the applicant should be directed to:

- Describe the type of evaluations (i.e., process, outcome, or both).
- Describe key evaluation questions to be addressed by these evaluations.
- Describe other information (e.g., measures, data sources).

Recipients will be required to submit a more detailed Evaluation and Performance Measurement plan, including a DMP, if applicable, within the first 6 months of award, as described in the Reporting Section of this NOFO.

### **Component A**

A comprehensive Evaluation and Performance Measurement plan is not required in the Component A applications to this NOFO. Specifically, for this NOFO, in the Evaluation and Performance Measurement section of the application, Component A applicants should focus on proposed evaluation and performance measurement around Strategy A1 Workforce and Strategy A2 Foundational capabilities. Specifically, they should describe

- Their past participation in relevant national workforce and foundational capabilities assessments including PH-WINS, ASTHO or NACCHO Profiles, PHAB Accreditation, and others they consider relevant to the proposed work.
- Their intention to participate in those national assessments during the period of performance.
- The status of their ability to report on the A1 Workforce and A2 Foundational Capabilities outcome performance measures outlined above, including whether any measure would represent a large burden to report and why, and
- Their intention and ability to collaborate with the national partner focused on evaluation to do additional evaluation, including case studies and interviews.

Additional performance metrics may be required in the future.

### **Component B**

A comprehensive Evaluation and Performance Measurement plan is not required in the Component B applications to this NOFO at this time. Specifically, for this NOFO, in the Evaluation and Performance Measurement section of the application, applicants may focus on describing this limited approach to developing a plan to:

- Collect data on the process and outcome performance measures specified by CDC in the project description.
- Describe how performance measurement and evaluation findings will be reported and used to demonstrate the outcomes of the NOFO and for continuous program quality improvement.
- Explain how evaluation and performance measurement will contribute to developing an evidence base for programs that lack a strong effectiveness evidence base.

- Describe your organization experience with conducting evaluation studies and include key evaluation questions, data sources and analysis methods used in the study. Describe past participation in relevant national workforce and foundational capabilities assessments including PH-WINS, ASTHO or NACCHO Profiles, PHAB Accreditation, and others they consider relevant to the proposed work.

Component A and Component B recipients will be required to submit a more detailed Evaluation and Performance Measurement plan, including a DMP, if applicable, within the first 6 months of award, as described in the Reporting Section of this NOFO.

### **c. Organizational Capacity of Recipients to Implement the Approach Component A**

Given the scope and intent of this grant, applicants must demonstrate the organizational capacity needed to carry out and coordinate strategies across the full range of Foundational Public Health Services [FPHS Factsheet FINAL \(phnci.org\)](https://www.phnci.org) and across all Ten Essential Services [CDC - 10 Essential Public Health Services - CSTLTS](https://www.cdc.gov/10essential/) . In short, applicants should demonstrate that they manage a comprehensive public health system. Acceptable documentation includes, but is not limited to, a signed letter by the public health agency leadership or their designees on organizational letterhead explaining the existing capacity and capability to address public health workforce strategies and foundational capabilities; organizational charts; and resumes or CVs for key personnel positions that are currently filled (include position descriptions for vacant positions). Applicant must name this file “Organizational Capacity\_Component A\_Services” and upload it as a PDF to [www.grants.gov](http://www.grants.gov).

To demonstrate existing capacity to provide comprehensive public health services, applicants must submit documentation that indicates the applicant has legal authority to make hiring decisions on behalf of the public health agency in their jurisdiction. Documentation could include a signed letter from the public health agency leadership or their designee on organizational letterhead. If these documents are not submitted, the application will be considered non-responsive and will receive no further review. Applicant must name this file “Organizational Capacity\_Component A\_Hiring” and upload it as a PDF to [www.grants.gov](http://www.grants.gov).

All applicants must be able to describe their current status in applying for public health department accreditation or evidence of accreditation or reason for not applying. Information on accreditation may be found at <http://www.phaboard.org>. This should include describing how the applicant is meeting, exceeding, or working on the standards and measures for maintaining a competent public health workforce and data infrastructure to support public health activities, as described in the accreditation standards. [Public Health Accreditation Board Standards and Measures, Version 1.5 \(phaboard.org\)](https://www.phaboard.org) Please note that the new version of the standards was just approved and will go into effect in July 2022 for anyone seeking accreditation or reaccreditation in the future -- [Version 2022 - Public Health Accreditation Board \(phaboard.org\)](https://www.phaboard.org). Acceptable documentation includes, but is not limited to, a signed letter by the public health agency leadership or their designees on organizational letterhead providing evidence of accreditation or reaccreditation, or actively taking steps to pursue accreditation, or explanation as to why your agency is not pursuing accreditation. Applicant must name this file “Organizational

Capacity\_Component A\_Accreditation” and upload it as a PDF to [www.grants.gov](http://www.grants.gov).

Applicants also must demonstrate capacity to reach a broad population of 400,000 or greater throughout a large coverage area. Specifically, they should be a statewide public health system, or a large countywide public health system, large citywide public health system, or territorial and freely associated state system. Applicants must submit documentation that provides the accurate population size served by the public health authority based on the 2020 U.S. Census. Sources may be updated as census data change over time. Documentation could include a signed letter from the public health agency leadership or their designee on organizational letterhead stating the population size served. If this documentation is not submitted, the application will be considered non-responsive and will receive no further review. Applicant must name this file “Organizational Capacity\_Component A\_Population Size” and upload it as a PDF to [www.grants.gov](http://www.grants.gov).

Populations for county and city jurisdictions are based on the following 2020 U.S. Census resources:

- Counties: <https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-counties-total.html>
- Cities: <https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-cities-and-towns-total.html>

(Only for those applying for A3 Data modernization funding) Identify as a current or previous recipient of data modernization funding through the CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) supplemental funding. Documentation must include a signed letter from the public health agency leadership or their designee on organizational letterhead stating the organization’s current status of receiving ELC data modernization supplemental funding. If documentation of your current ELC funding status is not submitted, the application will be considered non-responsive and will receive no further review. Applicant must name this file “Organizational Capacity\_Component A\_ELC\_Support” and upload it as a PDF to [www.grants.gov](http://www.grants.gov).

### **Component B**

Applicants must demonstrate organizational capacity that is pertinent to the specific strategies and activities under Component B for which they apply (e.g., relevant evaluation experience if applying for Strategy B2 Grant evaluation). Applicants must also

- Demonstrate their experience and expertise in providing relevant technical assistance
- Demonstrate a successful track record of collaborating successfully with governmental public health agencies across the US, of varying sizes and geographic regions, including (but not limited to) the technical assistance areas in which they propose to work under this grant

- Demonstrate the capacity to quickly engage a large number Component A recipients soon after award and have the relevant staffing, established contact list, administrative systems, and partnerships in place to do so. It is acceptable for this broad reach and capacity to be obtained through sub-awards or consortia of organizations working together, under a prime recipient.

Acceptable documentation must include signed letters by multiple public health government agency leaders or their designees on organizational letterhead describing experience with receiving technical assistance from Component B applicants on key public health workforce strategies, foundational capabilities, and/or data modernization initiatives; organizational charts; and resumes or CVs for key personnel positions that are currently filled (include position descriptions for vacant positions). Applicant must name this file “Organizational Capacity\_Component B” and upload it as a PDF to [www.grants.gov](http://www.grants.gov).

**d. Work Plan**

Applicants must provide a detailed work plan for the first year of the project and a high-level work plan for subsequent years. The work plan must be organized by strategy and outline key objectives per strategy and include select activities or milestones that applicants will implement towards achieving those objectives. Applicants are to only apply to Component A or to Component B of this Notice of Funding Opportunity, but not both. Therefore, applicants will only complete either the Component A work plan or the Component B work plan.

Component A Work Plan: Please use the template Attachment B\_PHI Workplan\_Component A

Component B Work Plan: Please use the template Attachment B\_PHI Workplan\_Component B

Activity Table Structure

Activity Title:				
Activity Focus (select one):				
Other Activity Focus (if applicable):				
Milestone Description	Party Responsible	Key Contracts, Subawards, and Collaborations	Due Date	Measures of Success

Applicants must name the file “ApplicantName\_PHIWorkplan\_CompA\_YYYYMMDD” or “ApplicantName\_PHIWorkplan\_CompB\_YYYYMMDD” and upload it as part of their application package to [www.grants.gov](http://www.grants.gov).

**e. CDC Monitoring and Accountability Approach**

Monitoring activities include routine and ongoing communication between CDC and recipients, site visits, and recipient reporting (including work plans, performance, and financial reporting).

Consistent with applicable grants regulations and policies, CDC expects the following to be included in post-award monitoring for grants and cooperative agreements:

- Tracking recipient progress in achieving the desired outcomes.
- Ensuring the adequacy of recipient systems that underlie and generate data reports.
- Creating an environment that fosters integrity in program performance and results.

Monitoring may also include the following activities deemed necessary to monitor the award:

- Ensuring that work plans are feasible based on the budget and consistent with the intent of the award.
- Ensuring that recipients are performing at a sufficient level to achieve outcomes within stated timeframes.
- Working with recipients on adjusting the work plan based on achievement of outcomes, evaluation results and changing budgets.
- Monitoring performance measures (both programmatic and financial) to assure satisfactory performance levels.

Monitoring and reporting activities that assist grants management staff (e.g., grants management officers and specialists, and project officers) in the identification, notification, and management of high-risk recipients.

CDC will collect recipient financial and progress reporting data every 6 months through the end of the period of performance. CDC will also conduct a virtual compliance visit after six months, but before the end of the first year, from date of the award. The virtual compliance visit will be a telephone call and/or video conference to ensure the recipient's compliance with using the funding for the approved activities and to identify technical assistance needs. CDC may conduct additional in-person site or virtual visits as needed to best facilitate grants management and oversight duties.

## **B. Award Information**

### **1. Funding Instrument Type:**

G (Grant)

### **2. Award Mechanism:**

E11

### **3. Fiscal Year:**

2023

Estimated Total Funding:

\$3,945,000,000

### **4. Approximate Total Fiscal Year Funding:**

\$3,225,000,000



**Component A**

Strategy A1 Workforce: \$3,000,000,000  
Strategy A2 Foundational capabilities: \$140,000,000  
Strategy A3 Data modernization: \$40,000,000

**Component B**

- \$45,000,000

Specific amounts of funding described herein may be increased or decreased as they are subject to the availability of funds.

This amount is subject to the availability of funds.

**5. Approximate Period of Performance Funding:**

\$3,945,000,000

**Component A**

Strategy A1 Workforce: \$3,000,000,000  
Strategy A2 Foundational capabilities: \$700,000,000  
Strategy A3 Data modernization: \$200,000,000

**Component B:** \$45,000,000

This period of performance funding is an estimate for both components. All awards are contingent upon the availability of funding and stipulations of appropriations.

Over a five-year period of performance, CDC will award a total of approximately \$3.945 billion. All \$3 billion for strategy A1 Workforce will be disbursed during FY23. \$140 million for strategy A2 Foundational capabilities will be disbursed each budget year starting in FY23 for the five-year period of performance. \$40 million for strategy A3 Data modernization will be disbursed each budget year starting in FY23 for the five-year period of performance. The Component B funding of \$45 million will be disbursed during year one of FY23.

Specific amounts of funding described herein may be increased or decreased as they are subject to the availability of funds.

**6. Total Period of Performance Length:**

5  
year(s)

**7. Expected Number of Awards:**

116  
**Component A:** 111  
**Component B:** 5

**8. Approximate Average Award:**

\$21,938,000  
Per Project Period

**Component A**

Strategy A1 Workforce: \$20,000,000  
Strategy A2 Foundational capabilities: \$1,260,000  
Strategy A3 Data modernization: \$678,000

**Component B:** \$9,000,000

These amounts are subject to the availability of funds.

**9. Award Ceiling:**

\$161,600,000  
Per Project Period

**Component A**

Strategy A1 Workforce: \$150,000,000  
Strategy A2 Foundational capabilities: \$8,000,000  
Strategy A3 Data modernization: \$3,600,000

**Component B**

\$0

**10. Award Floor:**

\$2,925,000  
Per Project Period

**Component A**

Strategy A1 Workforce: \$2,500,000  
Strategy A2 Foundational capabilities: \$250,000  
Strategy A3 Data modernization: \$175,000

**Component B**

\$0

**11. Estimated Award Date:**

November 01, 2022

Throughout the project period, CDC will continue the award based on the availability of funds, the evidence of satisfactory progress by the recipient (as documented in required reports), and the determination that continued funding is in the best interest of the federal government. The total number of years for which federal support has been approved (project period) will be shown in the “Notice of Award.” This information does not constitute a commitment by the federal government to fund the entire period. The total period of performance comprises the initial competitive segment and any subsequent non-competitive continuation award(s).

**12. Budget Period Length:**

60 month(s)

Over a five-year period of performance, CDC will award a total of approximately \$3.945 billion. All \$3 billion for strategy A1 Workforce will be disbursed during FY23. \$140 million for

strategy A2 Foundational capabilities will be disbursed each budget year starting in FY23 for the five-year period of performance. \$40 million for Strategy A3 Data modernization will be disbursed each budget year starting in FY23 for the five-year period of performance. The Component B funding of \$45 million will be disbursed during year one of FY23.

### **13. Direct Assistance**

Direct Assistance (DA) is available through this NOFO.

DA is available through this NOFO. Applicants may request federal personnel, equipment, or supplies, including SAS licenses, as Direct Assistance (DA) to support any of the approved strategies and activities, in lieu of a portion of financial assistance (FA). To address staffing and/or program expertise deficits, applicant may convert FA to DA to recruit staff with the requisite training, experience, expertise (e.g., Public Health Associate Program [PHAP]). For information on Direct Assistance for Assigning CDC Staff to State, Tribal, Local, and Territorial Health Agencies, refer to:

[https://www.cdc.gov/publichealthgateway/grantsfunding/direct\\_assistance.html](https://www.cdc.gov/publichealthgateway/grantsfunding/direct_assistance.html)

If you are successful and receive a Notice of Award, in accepting the award, you agree that the award and any activities thereunder are subject to all provisions of 45 CFR Part 75, currently in effect or implemented during the period of the award, other Department regulations and policies in effect at the time of the award, and applicable statutory provisions.

## **C. Eligibility Information**

### **1. Eligible Applicants**

Eligibility Category:

00 (State governments)

01 (County governments)

02 (City or township governments)

04 (Special district governments)

25 (Others (see text field entitled "Additional Information on Eligibility" for clarification))

99 (Unrestricted (i.e., open to any type of entity above), subject to any clarification in text field entitled "Additional Information on Eligibility")

Additional Eligibility Category:

Government Organizations:

State (includes the District of Columbia)

Local governments or their bona fide agents

Territorial governments or their bona fide agents in the Commonwealth of Puerto Rico, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau

## 2. Additional Information on Eligibility

Bona fide agents are eligible to apply.

Webpage <https://www.cdc.gov/publichealthgateway/grantsfunding/expediting.html#Q2>.

### Component A

- State governments (including District of Columbia)
- Special district governments
- Local governments (includes county, city, and townships) serving a
  - County population of 2,000,000 or more
  - City population of 400,000 or more
- U.S. territories and freely associated-state governments

### Component B

Open

#### Additional Eligibility Information

Strategy A1/Component B are open to entities eligible under 317(k)(2) (States, political subdivisions of States, and other public and nonprofit private entities). Strategies A2 and A3 are intended for states, political subdivisions of states, and other public entities as specified in section 317(a) of the Public Health Services Act (42 USC: 247(b)). It targets public health organizations which are constitutionally empowered to protect the health and welfare of their respective communities, through public health infrastructure, programs and services.

To demonstrate existing capacity providing comprehensive public health services, applicants must submit documentation indicating legal authority to make hiring decisions on behalf of the public health agency in their jurisdiction. Documentation includes signed letter from agency leadership or designee on organizational letterhead. If not submitted, the application will be considered non-responsive and will receive no further review.

Local government's public health agency or their bona fide agents must: Serve a county population of 2 million or more or serve a city population of 400,000 or more. Populations for county and city jurisdictions are based on the 2020 U.S. Census resources. Applicants must submit documentation providing accurate population size served by the public health authority based on the 2020 U.S. Census. Documentation includes a signed letter from public health agency leadership or their designee on organizational letterhead stating the population size served. If not submitted, the application will be considered non-responsive and will receive no further review.

## 3. Justification for Less than Maximum Competition

N/A

## 4. Cost Sharing or Matching

Cost Sharing / Matching Requirement:

No

## 5. Maintenance of Effort

Maintenance of effort is not required for this program.

### D. Required Registrations

#### 1. Required Registrations

An organization must be registered at the three following locations before it can submit an application for funding at [www.grants.gov](http://www.grants.gov).

**PLEASE NOTE: Effective April 4, 2022, applicants must have a Unique Entity Identifier (UEI) at the time of application submission (SF-424, field 8c).** The UEI is generated as part of SAM.gov registration. Current SAM.gov registrants have already been assigned their UEI and can view it in SAM.gov and Grants.gov. Additional information is available on the [GSA website](#), [SAM.gov](#), and [Grants.gov- Finding the UEI](#).

##### a. Unique Entity Identifier (UEI):

All applicant organizations must obtain a Unique Entity Identifier (UEI) number by registering in SAM.gov prior to submitting an application. A UEI number is a unique twelve-digit identification number assigned to the registering organization.

If funds are awarded to an applicant organization that includes sub-recipients, those sub-recipients must provide their UEI numbers before accepting any funds.

##### b. System for Award Management (SAM):

The SAM is the primary registrant database for the federal government and the repository into which an entity must submit information required to conduct business as a recipient. All applicant organizations must register with SAM, and will be assigned a SAM number and a Unique Entity Identifier (UEI). All information relevant to the SAM number must be current at all times during which the applicant has an application under consideration for funding by CDC. If an award is made, the SAM information must be maintained until a final financial report is submitted or the final payment is received, whichever is later. The SAM registration process can require 10 or more business days, and registration must be renewed annually. Additional information about registration procedures may be found at [SAM.gov](#) and the [SAM.gov Knowledge Base](#).

**c. Grants.gov:** The first step in submitting an application online is registering your organization at [www.grants.gov](http://www.grants.gov), the official HHS E-grant Web site. Registration information is located at the "Applicant Registration" option at [www.grants.gov](http://www.grants.gov).

All applicant organizations must register at [www.grants.gov](http://www.grants.gov). The one-time registration process usually takes not more

than five days to complete. Applicants should start the registration process as early as possible.

Step	System	Requirements	Duration	Follow Up
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1	System for Award Management (SAM)	1. Go to <a href="https://sam.gov">SAM.gov</a> and designate an E-Biz POC (You will need to have an active SAM account before you can register on grants.gov). The UEI is generated as part of your registration.	3-5 Business Days but up to 2 weeks and must be renewed once a year	For SAM Customer Service Contact <a href="https://fsd.gov/">https://fsd.gov/</a> <a href="https://fsd.gov/home.do">fsd.gov/home.do</a> Calls: 866-606-8220
2	Grants.gov	<ol style="list-style-type: none"> <li>1. Set up an individual account in Grants.gov using organization's new UEI number to become an Authorized Organization Representative (AOR)</li> <li>2. Once the account is set up the E-BIZ POC will be notified via email</li> <li>3. Log into grants.gov using the password the E-BIZ POC received and create new password</li> <li>4. This authorizes the AOR to submit applications on behalf of the organization</li> </ol>	It takes one day (after you enter the EBiz POC name and EBiz POC email in SAM) to receive a UEI (SAM) which will allow you to register with Grants.gov and apply for federal funding.	Register early! Applicants can register within minutes.

**2. Request Application Package**

Applicants may access the application package at [www.grants.gov](http://www.grants.gov).

**3. Application Package**

Applicants must download the SF-424, Application for Federal Assistance, package associated with this funding opportunity at [www.grants.gov](http://www.grants.gov).

**4. Submission Dates and Times**

If the application is not submitted by the deadline published in the NOFO, it will not be processed. Office of Grants Services (OGS) personnel will notify the applicant that their application did not meet the deadline. The applicant must receive pre-approval to submit a paper application (see Other Submission Requirements section for additional details). If the applicant is authorized to submit a paper application, it must be received by the deadline provided by OGS.

**a. Letter of Intent Deadline (must be emailed)**

Due Date for Letter Of Intent 06/30/2022

06/30/2022

LOI due date: 6/30/2022  
Project Officer: Jonathan Carlson  
Email address: PHInfrastructure@cdc.gov

## **b. Application Deadline**

Due Date for Applications 08/15/2022

08/15/2022

11:59 pm U.S. Eastern Time, at [www.grants.gov](http://www.grants.gov). If Grants.gov is inoperable and cannot receive applications, and circumstances preclude advance notification of an extension, then applications must be submitted by the first business day on which Grants.gov operations resume.

June 29, 2022

### **Due Date for Information Conference Call**

**Applicant Informational calls:** CDC will host 2 informational calls for interested applicants. The content of both calls will be identical. The 2 times are offered as a way to help accommodate the schedules of interested applicants and their locations in varying time zones. Due to limited space, we ask that interested applicants only register for Webinar A or B, but not both.

When: June 29, 2022 3:00 to 4:00 PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call A

Register in advance for this webinar:

[https://cdc.zoomgov.com/webinar/register/WN\\_V5iIgBryTBCUwpp1xxgDqA](https://cdc.zoomgov.com/webinar/register/WN_V5iIgBryTBCUwpp1xxgDqA)

When: June 29, 2022 6:00 to 7:00PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call B

Register in advance for this webinar:

[https://cdc.zoomgov.com/webinar/register/WN\\_jrPD018uQMCydBMi6d9vcw](https://cdc.zoomgov.com/webinar/register/WN_jrPD018uQMCydBMi6d9vcw)

## **5. Pre-Award Assessments**

### **Risk Assessment Questionnaire Requirement**

CDC is required to conduct pre-award risk assessments to determine the risk an applicant poses to meeting federal programmatic and administrative requirements by taking into account issues such as financial instability, insufficient management systems, non-compliance with award conditions, the charging of unallowable costs, and inexperience. The risk assessment will include an evaluation of the applicant's CDC Risk Questionnaire, located at <https://www.cdc.gov/grants/documents/PPMR-G-CDC-Risk-Questionnaire.pdf>, as well as a review of the applicant's history in all available systems; including OMB-designated repositories of government-wide eligibility and financial integrity systems (see 45 CFR 75.205(a)), and other sources of historical information. These systems include, but are not limited to: FAPIIS (<https://www.fapiis.gov/>), including past performance on federal contracts as per Duncan Hunter National Defense Authorization Act of 2009; Do Not Pay list; and System for Award Management (SAM) exclusions.

CDC requires all applicants to complete the Risk Questionnaire, OMB Control Number 0920-1132 annually. This questionnaire, which is located

at <https://www.cdc.gov/grants/documents/PPMR-G-CDC-Risk-Questionnaire.pdf>, along with supporting documentation must be submitted with your application by the closing date of the Notice of Funding Opportunity Announcement. If your organization has completed CDC's Risk Questionnaire within the past 12 months of the closing date of this NOFO, then you must submit a copy of that questionnaire, or submit a letter signed by the authorized organization representative to include the original submission date, organization's EIN and UEI.

When uploading supporting documentation for the Risk Questionnaire into this application package, clearly label the documents for easy identification of the type of documentation. For example, a copy of Procurement policy submitted in response to the questionnaire may be labeled using the following format: Risk Questionnaire Supporting Documents \_ Procurement Policy.

### **Duplication of Efforts**

Applicants are responsible for reporting if this application will result in programmatic, budgetary, or commitment overlap with another application or award (i.e. grant, cooperative agreement, or contract) submitted to another funding source in the same fiscal year. Programmatic overlap occurs when (1) substantially the same project is proposed in more than one application or is submitted to two or more funding sources for review and funding consideration or (2) a specific objective and the project design for accomplishing the objective are the same or closely related in two or more applications or awards, regardless of the funding source. Budgetary overlap occurs when duplicate or equivalent budgetary items (e.g., equipment, salaries) are requested in an application but already are provided by another source. Commitment overlap occurs when an individual's time commitment exceeds 100 percent, whether or not salary support is requested in the application. Overlap, whether programmatic, budgetary, or commitment of an individual's effort greater than 100 percent, is not permitted. Any overlap will be resolved by the CDC with the applicant and the PD/PI prior to award.

Report Submission: The applicant must upload the report in Grants.gov under "Other Attachment Forms." The document should be labeled: "Report on Programmatic, Budgetary, and Commitment Overlap."

## **6. Content and Form of Application Submission**

Applicants are required to include all of the following documents with their application package at [www.grants.gov](http://www.grants.gov).

## **7. Letter of Intent**

Is a LOI:

Recommended but not Required

The purpose of an LOI is to allow CDC program staff to estimate the number of and plan for the review of submitted applications. LOI are strongly encouraged, but not required.

LOI should indicate the applicant's intention to submit an application to this Notice of Funding Opportunity.

Send LOI via email to:



Project Officer: Jonathan Carlson  
Email address: PHInfrastructure@cdc.gov

## **8. Table of Contents**

(There is no page limit. The table of contents is not included in the project narrative page limit.): The applicant must provide, as a separate attachment, the “Table of Contents” for the entire submission package.

Provide a detailed table of contents for the entire submission package that includes all of the documents in the application and headings in the "Project Narrative" section. Name the file "Table of Contents" and upload it as a PDF file under "Other Attachment Forms" at [www.grants.gov](http://www.grants.gov).

## **9. Project Abstract Summary**

A project abstract is included on the mandatory documents list and must be submitted at [www.grants.gov](http://www.grants.gov). The project abstract must be a self-contained, brief summary of the proposed project including the purpose and outcomes. This summary must not include any proprietary or confidential information. Applicants must enter the summary in the "Project Abstract Summary" text box at [www.grants.gov](http://www.grants.gov).

## **10. Project Narrative**

Multi-component NOFOs may have a maximum of 15 pages for the “base” (subsections of the Project Description that the components share with each other, which may include target population, inclusion, collaboration, etc.); and up to 4 additional pages per component for Project Narrative subsections that are specific to each component.

Text should be single spaced, 12 point font, 1-inch margins, and number all pages. Page limits include work plan; content beyond specified limits may not be reviewed.

Applicants should use the federal plain language guidelines and Clear Communication Index to respond to this Notice of Funding Opportunity Announcement. Note that recipients should also use these tools when creating public communication materials supported by this NOFO. Failure to follow the guidance and format may negatively impact scoring of the application.

The project narrative may have a maximum of 50 pages total. Background, Organizational Capacity of Applicants to Implement the Approach, the Workplan, and an abbreviated version of the Applicant Evaluation and Performance Measurement Plan (to be updated in 6 months) are required. Applicants will either apply for Component A or Component B, but not both.

### **a. Background**

Applicants must provide a description of relevant background information that includes the context of the problem (See CDC Background).

### **b. Approach**

#### **i. Purpose**

Applicants must describe in 2-3 sentences specifically how their application will address the problem as described in the CDC Background section.

## **ii. Outcomes**

Applicants must clearly identify the outcomes they expect to achieve by the end of the period of performance. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain). (See the logic model in the Approach section of the CDC Project Description.)

## **iii. Strategies and Activities**

Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the period of performance outcomes. Applicants must select existing evidence-based strategies that meet their needs, or describe in the Applicant Evaluation and Performance Measurement Plan how these strategies will be evaluated over the course of the period of performance. (See CDC Project Description: Strategies and Activities section.)

### **1. Collaborations**

Applicants must describe how they will collaborate with programs and organizations either internal or external to CDC. Applicants must address the Collaboration requirements as described in the CDC Project Description.

### **2. Target Populations and Health Disparities**

Applicants must describe the specific target population(s) in their jurisdiction and explain how such a target will achieve the goals of the award and/or alleviate health disparities. The applicants must also address how they will include specific populations that can benefit from the program that is described in the Approach section. Applicants must address the Target Populations and Health Disparities requirements as described in the CDC Project Description.

## **c. Applicant Evaluation and Performance Measurement Plan**

Applicants must provide an evaluation and performance measurement plan that demonstrates how the recipient will fulfill the requirements described in the CDC Evaluation and Performance Measurement and Project Description sections of this NOFO. At a minimum, the plan must describe:

- How applicant will collect the performance measures, respond to the evaluation questions, and use evaluation findings for continuous program quality improvement. The Paperwork Reduction Act of 1995 (PRA): Applicants are advised that any activities involving information collections (e.g., surveys, questionnaires, applications, audits, data requests, reporting, recordkeeping and disclosure requirements) from 10 or more individuals or non-Federal entities, including State and local governmental agencies, and funded or sponsored by the Federal Government are subject to review and approval by the Office of Management and Budget. For further information about CDC's requirements under PRA see <https://www.cdc.gov/od/science/integrity/reducePublicBurden/>.
- How key program partners will participate in the evaluation and performance measurement planning processes.

- Available data sources, feasibility of collecting appropriate evaluation and performance data, data management plan (DMP), and other relevant data information (e.g., performance measures proposed by the applicant).

Where the applicant chooses to, or is expected to, take on specific evaluation studies, they should be directed to:

- Describe the type of evaluations (i.e., process, outcome, or both).
- Describe key evaluation questions to be addressed by these evaluations.
- Describe other information (e.g., measures, data sources).

Recipients will be required to submit a more detailed Evaluation and Performance Measurement plan (including the DMP elements) within the first 6 months of award, as described in the Reporting Section of this NOFO.

#### **d. Organizational Capacity of Applicants to Implement the Approach**

Applicants must address the organizational capacity requirements as described in the CDC Project Description.

### **11. Work Plan**

(Included in the Project Narrative's page limit)

Applicants must prepare a work plan consistent with the CDC Project Description Work Plan section. The work plan integrates and delineates more specifically how the recipient plans to carry out achieving the period of performance outcomes, strategies and activities, evaluation and performance measurement.

### **12. Budget Narrative**

Applicants must submit an itemized budget narrative. When developing the budget narrative, applicants must consider whether the proposed budget is reasonable and consistent with the purpose, outcomes, and program strategy outlined in the project narrative. The budget must include:

- Salaries and wages
- Fringe benefits
- Consultant costs
- Equipment
- Supplies
- Travel
- Other categories
- Contractual costs
- Total Direct costs
- Total Indirect costs

Indirect costs could include the cost of collecting, managing, sharing and preserving data.

Indirect costs on grants awarded to foreign organizations and foreign public entities and performed fully outside of the territorial limits of the U.S. may be paid to support the costs of

compliance with federal requirements at a fixed rate of eight percent of MTDC exclusive of tuition and related fees, direct expenditures for equipment, and subawards in excess of \$25,000. Negotiated indirect costs may be paid to the American University, Beirut, and the World Health Organization.

If applicable and consistent with the cited statutory authority for this announcement, applicant entities may use funds for activities as they relate to the intent of this NOFO to meet national standards or seek health department accreditation through the Public Health Accreditation Board (see: <http://www.phaboard.org>). Applicant entities to whom this provision applies include state, local, territorial governments (including the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau), or their bona fide agents, political subdivisions of states (in consultation with states), federally recognized or state-recognized American Indian or Alaska Native tribal governments, and American Indian or Alaska Native tribally designated organizations. Activities include those that enable a public health organization to deliver public health services such as activities that ensure a capable and qualified workforce, up-to-date information systems, and the capability to assess and respond to public health needs. Use of these funds must focus on achieving a minimum of one national standard that supports the intent of the NOFO. Proposed activities must be included in the budget narrative and must indicate which standards will be addressed.

Vital records data, including births and deaths, are used to inform public health program and policy decisions. If applicable and consistent with the cited statutory authority for this NOFO, applicant entities are encouraged to collaborate with and support their jurisdiction's vital records office (VRO) to improve vital records data timeliness, quality and access, and to advance public health goals. Recipients may, for example, use funds to support efforts to build VRO capacity through partnerships; provide technical and/or financial assistance to improve vital records timeliness, quality or access; or support vital records improvement efforts, as approved by CDC.

Applicants must name this file "Budget Narrative" and upload it as a PDF file

at [www.grants.gov](http://www.grants.gov). If requesting indirect costs in the budget, a copy of the indirect cost-rate agreement is required. If the indirect costs are requested, include a copy of the current negotiated federal indirect cost rate agreement or a cost allocation plan approval letter for those Recipients under such a plan. Applicants must name this file "Indirect Cost Rate" and upload it at [www.grants.gov](http://www.grants.gov).

Applicants must include high-level object class budgets for each Strategy in Component A that they wish to be considered for current or future funding. The budget narrative should be categorized by the following verbatim titles identifying each strategy: A1 Workforce, A2 Foundational capabilities, and A3 Data modernization. Please see "Attachment D\_SF424\_A Guidance" for an example of how these verbatim titles must be utilized as labels for each section of the budget narrative and for the SF424A.

### **13. Pilot Program for Enhancement of Employee Whistleblowers Protections**

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject to a term and condition that applies the terms of 48 Code of Federal Regulations

(CFR) section 3.908 to the award and requires that recipients inform their employees in writing (in the predominant native language of the workforce) of employee whistleblower rights and protections under 41 U.S.C. 4712.

#### **13a. Funds Tracking**

Proper fiscal oversight is critical to maintaining public trust in the stewardship of federal funds. Effective October 1, 2013, a new HHS policy on subaccounts requires the CDC to set up payment subaccounts within the Payment Management System (PMS) for all new grant awards. Funds awarded in support of approved activities and drawdown instructions will be identified on the Notice of Award in a newly established PMS subaccount (P subaccount). Recipients will be required to draw down funds from award-specific accounts in the PMS. Ultimately, the subaccounts will provide recipients and CDC a more detailed and precise understanding of financial transactions. The successful applicant will be required to track funds by P-accounts/sub accounts for each project/cooperative agreement awarded.

Applicants are encouraged to demonstrate a record of fiscal responsibility and the ability to provide sufficient and effective oversight. Financial management systems must meet the requirements as described 45 CFR 75 which include, but are not limited to, the following:

- Records that identify adequately the source and application of funds for federally-funded activities.
- Effective control over, and accountability for, all funds, property, and other assets.
- Comparison of expenditures with budget amounts for each Federal award.
- Written procedures to implement payment requirements.
- Written procedures for determining cost allowability.
- Written procedures for financial reporting and monitoring.

#### **13b. Copyright Interests Provisions**

This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting

authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

### **13c. Data Management Plan**

As identified in the Evaluation and Performance Measurement section, applications involving data collection or generation must include a Data Management Plan (DMP) as part of their evaluation and performance measurement plan unless CDC has stated that CDC will take on the responsibility of creating the DMP. The DMP describes plans for assurance of the quality of the public health data through the data's lifecycle and plans to deposit the data in a repository to preserve and to make the data accessible in a timely manner. See web link for additional information: <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

## **14. Funding Restrictions**

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

See the unallowable costs included in [2 CFR 200 Subpart E - Cost Principles](#).

45 CFR part 75 outlines the parameters related to allowable costs that might be implicated in proposed activities.

## 15. Other Submission Requirements

**a. Electronic Submission:** Applications must be submitted electronically by using the forms and instructions posted for this notice of funding opportunity at [www.grants.gov](http://www.grants.gov). Applicants can complete the application package using Workspace, which allows forms to be filled out online or offline. All application attachments must be submitted using a PDF file format. Instructions and training for using Workspace can be found at [www.grants.gov](http://www.grants.gov) under the "Workspace Overview" option.

**b. Tracking Number:** Applications submitted through [www.grants.gov](http://www.grants.gov) are time/date stamped electronically and assigned a tracking number. The applicant's Authorized Organization Representative (AOR) will be sent an e-mail notice of receipt when [www.grants.gov](http://www.grants.gov) receives the application. The tracking number documents that the application has been submitted and initiates the required electronic validation process before the application is made available to CDC.

**c. Validation Process:** Application submission is not concluded until the validation process is completed successfully. After the application package is submitted, the applicant will receive a "submission receipt" e-mail generated by [www.grants.gov](http://www.grants.gov). A second e-mail message to applicants will then be generated by [www.grants.gov](http://www.grants.gov) that will either validate or reject the submitted application package. This validation process may take as long as two business days. Applicants are strongly encouraged to check the status of their application to ensure that submission of their package has been completed and no submission errors have occurred. Applicants also are strongly encouraged to allocate ample time for filing to guarantee that their application can be submitted and validated by the deadline published in the NOFO. Non-validated applications will not be accepted after the published application deadline date.

If you do not receive a "validation" e-mail within two business days of application submission, please contact [www.grants.gov](http://www.grants.gov). For instructions on how to track your application, refer to the e-mail message generated at the time of application submission or the Grants.gov Online User Guide.

<https://www.grants.gov/help/html/help/index.htm?callingApp=custom#t=GetStarted%2FGetStarted.htm>

**d. Technical Difficulties:** If technical difficulties are encountered at [www.grants.gov](http://www.grants.gov), applicants should contact Customer Service at [www.grants.gov](http://www.grants.gov). The [www.grants.gov](http://www.grants.gov) Contact Center is available 24 hours a day, 7 days a week, except federal holidays. The Contact Center is available by phone at 1-800-518-4726 or by e-mail at [support@grants.gov](mailto:support@grants.gov). Application submissions sent by e-mail or fax, or on CDs or thumb drives will not be accepted. Please note that [www.grants.gov](http://www.grants.gov) is managed by HHS.

**e. Paper Submission:** If technical difficulties are encountered at [www.grants.gov](http://www.grants.gov), applicants should call the [www.grants.gov](http://www.grants.gov) Contact Center at 1-800-518-4726 or e-mail them

at [support@grants.gov](mailto:support@grants.gov) for assistance. After consulting with the Contact Center, if the technical difficulties remain unresolved and electronic submission is not possible, applicants may e-mail CDC GMO/GMS, before the deadline, and request permission to submit a paper application.

Such requests are handled on a case-by-case basis.

An applicant's request for permission to submit a paper application must:

1. Include the [www.grants.gov](http://www.grants.gov) case number assigned to the inquiry
2. Describe the difficulties that prevent electronic submission and the efforts taken with the [www.grants.gov](http://www.grants.gov) Contact Center to submit electronically; and
3. Be received via e-mail to the GMS/GMO listed below at least three calendar days before the application deadline. Paper applications submitted without prior approval will not be considered. If a paper application is authorized, OGS will advise the applicant of specific instructions for submitting the application via email.

## **E. Review and Selection Process**

### **1. Review and Selection Process: Applications will be reviewed in three phases**

#### **a. Phase 1 Review**

All applications will be initially reviewed for eligibility and completeness by the Office of Grants Services. Complete applications will be reviewed for responsiveness by Grants Management Officials and Program Officials. Non-responsive applications will not advance to Phase II review. Applicants will be notified that their applications did not meet eligibility and/or published submission requirements.

#### **b. Phase II Review**

A review panel will evaluate complete, eligible applications in accordance with the criteria below.

i. Approach

ii. Evaluation and Performance Measurement

iii. Applicant's Organizational Capacity to Implement the Approach

Not more than thirty days after the Phase II review is completed, applicants will be notified electronically if their application does not meet eligibility or published submission requirements.

#### **i. Approach**

**Maximum Points: 40**

**Component A and Component B Approach are scored separately by reviewers. Each Component is worth a maximum of 40 points.**

#### **Component A (Maximum Points: 40)**

Evaluate the extent to which the applicant:

- Presents outcomes that are consistent with the period of performance outcomes described in the CDC Project Description.
- Describes an overall strategy and activities consistent with the CDC Project Description.
- Describes strategies and activities that are achievable, appropriate to achieve the outcomes of the project, and evidence-based (to the degree practicable).
- Shows that the proposed use of funds is an efficient and effective way to implement the strategies and activities and attain the period of performance outcomes.



- Presents a work plan that is aligned with the strategies and activities, outcomes, and performance measures and is consistent with the content and format proposed by CDC.
- Describes strategies and activities to support and provide sub-awards to local health departments or other public health agencies or organizations that are not direct recipients of this award to cover the entire jurisdiction the applicant is proposing to serve

**Component B (Maximum Points: 40)**

Evaluate the extent to which the applicant:

- Presents outcomes that are consistent with the period of performance outcomes described in the CDC Project Description.
- Describes an overall strategy and activities consistent with the CDC Project Description.
- Describes strategies and activities that are achievable, appropriate to achieve the outcomes of the project, and evidence-based (to the degree practicable).
- Shows that the proposed use of funds is an efficient and effective way to implement the strategies and activities and attain the period of performance outcomes.
- Presents a work plan that is aligned with the strategies/activities, outcomes, and performance measures in the approach and is consistent with the content and format proposed by CDC.

**ii. Evaluation and Performance Measurement**

**Maximum Points: 25**

**Component A and Component B Evaluation and Performance Measurement are scored separately by reviewers. Each Component is worth a maximum of 25 points.**

**Component A (Background) (Maximum Points: 25)**

Evaluate the extent to which the applicant:

- Describes past participation in relevant national assessments
- Describes intention to participate in relevant assessments in the future
- Reacts to proposed outcome performance measures specified by CDC in the project description for Strategy A1 Workforce
- Describes their evaluation and performance measurement capacity
- Describes their intentions to collaborate with the Component B2 Grant evaluation recipient

**Component B (Maximum Points: 25)**

Evaluate the extent to which the applicant:

- Shows and affirms the ability to collect data on the process and outcome performance measures specified by CDC in the project description and presented by the applicant in their approach, including information on the feasibility of reporting on the measures and barriers to reporting.
- Describes how performance measurement and evaluation findings will be reported, and used to demonstrate the outcomes of the NOFO and for continuous program quality improvement.

- Describes how evaluation and performance measurement will contribute to developing an evidence base for programs that lack a strong effectiveness evidence base.
- Describes any evaluation studies they are to undertake. Describe in sufficient detail to identify the key evaluation questions, and data sources and analysis methods.

**iii. Applicant's Organizational Capacity to Implement the Approach**

**Maximum Points: 35**

**Component A - Strategy A1 and A2, Component A - Strategy A3, and Component B Organizational Capacity to Implement the Approach are scored separately by reviewers. Component A (A1 Workforce and A2 Foundational capabilities), Component A (Strategy A3 Data modernization), and Component B are each worth a maximum of 35 points.**

**Component A (Maximum Points: 35)**

**A1 Workforce and A2 Foundational capabilities**

Evaluation for Strategy A1 and A2 will assess the extent to which applicants:

- Implement a comprehensive public health program, including all the Public Health Services.
- Maintain a comprehensive public health infrastructure, including all Public Health foundational capabilities, including a robust human resources capacity.
- Are accredited or provide evidence of active pursuit of accreditation by the Public Health Accreditation Board (PHAB) or explains why their organization chooses not to apply for accreditation.
- Have an established public health presence across their jurisdiction, including evidence of serving medically underserved areas within their jurisdiction.
- Demonstrated ability to manage a large state, or county, or city public health agency that services a population of 400,000 or greater or demonstrated ability to manage a U.S. Territory or freely associated state health agency.

**A3 Data modernization (Maximum Points: 35)**

Evaluation for Strategy A3 will assess the extent to which applicants:

- Implement a comprehensive public health program, including all the Public Health Services.
- Maintain a comprehensive public health infrastructure, including all Public Health foundational capabilities, including a robust human resources capacity.
- Are accredited or provide evidence of active pursuit of accreditation by the Public Health Accreditation Board (PHAB) or explains why their organization chooses not to apply for accreditation.
- Have an established public health presence across their jurisdiction, including evidence of serving medically underserved areas within their jurisdiction.
- Demonstrated ability to manage a large state, or county, or city public health agency that services a population of 400,000 or greater or demonstrated ability to manage a U.S. Territory or freely associated state health agency.

- Have an established understanding and authority to implement DMI standards and practices across their identified level of government (i.e., States and Territories (including Freely Associated States) or eligible city or eligible county).
- Have identified as a current recipient of data modernization funding through the CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) supplemental funding.

**Component B** (Maximum Points: 35)

Evaluation will assess the extent to which applicants:

- Have a wide reach across the United States, alone or in combination with key partners also included in the grant application.
- Could begin substantive work with many Component A recipients soon after award
- Have recent experience working with governmental public health agency related to the parts of Component B to which they are applying.

**Budget**

**Maximum Points: 0**

The budget is not scored. However, applicants should describe in the budget narrative how budget items are related to the various strategies for which they are applying. There should be a way for CDC and reviewers to understand approximately how much of the funding will be applied to each strategy in the proposal. Please use the verbatim strategy titles A1 Workforce, A2 Foundational capabilities, and A3 Data modernization to label budget narrative sections. Thus, applicants will need to have a separate budget line for each strategy identified on the SF-424A under the headings referred to as “Grant Program Function or Activity” for Strategies A1-A3. Please see “Attachment D\_SF424\_A Guidance” for an example, and utilize the verbatim titles provided.

**c. Phase III Review**

**Component A**

An objective review with field reviewers will be used to examine these applications and inform award decisions. The following factors also may affect the funding decision: geographic diversity. The purpose of this grant is to support public health agencies across the United States. As such, CDC does not plan to fund more than one recipient to serve the same geographic area, for example, two applicants that work statewide in the same state, two applicants that work countywide in the same county, or two applicants that work citywide in the same city. In those situations, rank order will be used to determine which of the competing applicants will be funded, and the remaining applicant(s) for that geographic area may not be funded, even if other applicants had lower total scores. Statewide applicants will not be responsible for working in any city or county jurisdictions that receive funding from this grant to avoid geographical overlap. It may also be necessary for CDC to fund only specific levels of government such as all states and territories or all eligible cities or all eligible counties for specific strategies such as DMI to avoid geographical overlap and unnecessary redundancies. Finally, applicants that demonstrate plans to devote more grant effort towards the needs in medically underserved areas may be funded above those that might score higher but do not have that same geographic emphasis.

## **Component B**

An objective review with field reviewers will be used to examine these applications and inform award decisions. The following factors also may affect the funding decision: organizations with documented associations with many state, or local or Territorial government public health agencies, and scope of strategies that an applicant proposes to cover. Applicants that seek to cover more of the strategies included in Component B may be funded over those that cover fewer strategies, but which have higher total scores. Maximizing coordination and streamlining among these Component B partners is in the best interest of the grant and the Component A recipients they are intended to serve.

### **Review of risk posed by applicants.**

Prior to making a Federal award, CDC is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information as appropriate. See also suspension and debarment requirements at 2 CFR parts 180 and 376.

In accordance 41 U.S.C. 2313, CDC is required to review the non-public segment of the OMB-designated integrity and performance system accessible through SAM (currently the Federal Recipient Performance and Integrity Information System (FAPIS)) prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold, defined in 41 U.S.C. 134, over the period of performance. At a minimum, the information in the system for a prior Federal award recipient must demonstrate a satisfactory record of executing programs or activities under Federal grants, cooperative agreements, or procurement awards; and integrity and business ethics. CDC may make a Federal award to a recipient who does not fully meet these standards, if it is determined that the information is not relevant to the current Federal award under consideration or there are specific conditions that can appropriately mitigate the effects of the non-Federal entity's risk in accordance with 45 CFR §75.207.

CDC's framework for evaluating the risks posed by an applicant may incorporate results of the evaluation of the applicant's eligibility or the quality of its application. If it is determined that a Federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Federal award. The evaluation criteria is described in this Notice of Funding Opportunity.

In evaluating risks posed by applicants, CDC will use a risk-based approach and may consider any items such as the following:

- (1) Financial stability;
- (2) Quality of management systems and ability to meet the management standards prescribed in this part;
- (3) History of performance. The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- (4) Reports and findings from audits performed under subpart F 45 CFR 75 or the reports and findings of any other available audits; and

(5) The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

CDC must comply with the guidelines on government-wide suspension and debarment in 2 CFR part 180, and require non-Federal entities to comply with these provisions. These provisions restrict Federal awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

## **2. Announcement and Anticipated Award Dates**

The anticipated publication date is June 16, 2022, on [www.grants.gov](http://www.grants.gov). Applicants will have up to 60 days, or August 15, 2022, to respond. Applicants are encouraged to apply early. The anticipated award date(s) may vary by each component and strategy. Component A and Component B may be funded on or near November 1, 2022.

## **F. Award Administration Information**

### **1. Award Notices**

*Recipients will receive an electronic copy of the Notice of Award (NOA) from CDC OGS. The NOA shall be the only binding, authorizing document between the recipient and CDC.* The NOA will be signed by an authorized GMO and emailed to the Recipient Business Officer listed in application and the Program Director.

Any applicant awarded funds in response to this Notice of Funding Opportunity will be subject to annual SAM Registration and Federal Funding Accountability And Transparency Act Of 2006 (FFATA) requirements.

Unsuccessful applicants will receive notification of these results by e-mail with delivery receipt.

### **2. Administrative and National Policy Requirements**

Recipients must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement, as appropriate.

Brief descriptions of relevant provisions are available at <https://www.cdc.gov/grants/additional-requirements/index.html>.

The HHS Grants Policy Statement is available at <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.

The following Administrative Requirements (AR) apply to this NOFO:

- *AR-7: Executive Order 12372 Review*
- *AR-8: Public Health System Reporting Requirements*
- *AR-9: Paperwork Reduction Act Requirements*
- *AR-10: Smoke-Free Workplace Requirements*
- *AR-11: Healthy People 2030*
- *AR-12: Lobbying Restrictions*
- *AR-13: Prohibition on Use of CDC Funds for Certain Gun Control Activities*
- *AR-8: Public Health System Reporting Requirements*
- *AR-15: Proof of Non-profit Status*

- *AR-23: Compliance with 45 CFR Part 87*
- *AR-14: Accounting System Requirements*
- *AR-16: Security Clearance Requirement*
- *AR-21: Small, Minority, And Women-owned Business*
- *AR-24: Health Insurance Portability and Accountability Act Requirements*
- *AR-25: Data Management and Access*
- *AR-26: National Historic Preservation Act of 1966*
- *AR-29: Compliance with EO13513, “Federal Leadership on Reducing Text Messaging while Driving”, October 1, 2009*
- *AR-30: Information Letter 10-006, - Compliance with Section 508 of the Rehabilitation Act of 1973*
- *AR-32: Enacted General Provisions*
- *AR-34: Language Access for Persons with Limited English Proficiency*
- *AR-37: Prohibition on certain telecommunications and video surveillance services or equipment for all awards issued on or after August 13, 2020*

The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at: <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>

Should you successfully compete for an award, recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- Recipients of FFA must ensure that their programs are accessible to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

### 3. Reporting

Reporting provides continuous program monitoring and identifies successes and challenges that recipients encounter throughout the project period. Also, reporting is a requirement for recipients who want to apply for yearly continuation of funding. Reporting helps CDC and recipients because it:

- Helps target support to recipients;
- Provides CDC with periodic data to monitor recipient progress toward meeting the Notice of Funding Opportunity outcomes and overall performance;
- Allows CDC to track performance measures and evaluation findings for continuous quality and program improvement throughout the period of performance and to determine applicability of evidence-based approaches to different populations, settings, and contexts; and
- Enables CDC to assess the overall effectiveness and influence of the NOFO.

The table below summarizes required and optional reports. All required reports must be sent electronically to GMS listed in the “Agency Contacts” section of the NOFO copying the CDC Project Officer.

These apply to both Component A and Component B recipients.

Report Type	When?	Required?
Recipient Evaluation and Performance Measurement Plan, including Data Management Plan (DMP)(if applicable)	6 months into award	Yes
Annual Performance Report (APR)	No later than 120 days before end of budget period. Services as a yearly continuation application.	Yes
Progress Reporting	6-month reports are due 60 days after each fiscal 6-month mark; thereafter, through the period of performance.	Yes
Federal Financial Reporting Forms	Due 90 days after the end of the budget period	Yes

Final Performance and Financial Report	Due 90 days after end of period of performance	Yes
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There may be flexibility in reporting deadlines. CDC will communicate updates or revisions to reporting requirements as appropriate. Performance measures and progress reports will be submitted via the Research Electronic Data Capture, or otherwise known as REDCap. Recipients will also update workplans in REDCap. CDC will provide training and technical assistance for recipients on REDCap post-award.

**a. Recipient Evaluation and Performance Measurement Plan (required)**

With support from CDC, recipients must elaborate on their initial applicant evaluation and performance measurement plan. This plan must be no more than 20 pages; recipients must submit the plan 6 months into the award. HHS/CDC will review and approve the recipient’s monitoring and evaluation plan to ensure that it is appropriate for the activities to be undertaken as part of the agreement, for compliance with the monitoring and evaluation guidance established by HHS/CDC, or other guidance otherwise applicable to this Agreement.

Recipient Evaluation and Performance Measurement Plan (required): This plan should provide additional detail on the following:

Performance Measurement

- Performance measures and targets
- The frequency that performance data are to be collected.
- How performance data will be reported.
- How quality of performance data will be assured.
- How performance measurement will yield findings to demonstrate progress towards achieving NOFO goals (e.g., reaching target populations or achieving expected outcomes).
- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

Evaluation

- The types of evaluations to be conducted (e.g. process or outcome evaluations).
- The frequency that evaluations will be conducted.
- How evaluation reports will be published on a publicly available website.
- How evaluation findings will be used to ensure continuous quality and program improvement.
- How evaluation will yield findings to demonstrate the value of the NOFO (e.g., effect on improving public health outcomes, effectiveness of NOFO, cost-effectiveness or cost-benefit).
- Dissemination channels and audiences.

HHS/CDC or its designee will also undertake monitoring and evaluation of the defined activities within the agreement. The recipient must ensure reasonable access by HHS/CDC or its designee



to all necessary sites, documentation, individuals and information to monitor, evaluate and verify the appropriate implementation the activities and use of HHS/CDC funding under this Agreement.

**b. Annual Performance Report (APR) (required)**

The recipient must submit the APR via [www.Grantsolutions.gov](http://www.Grantsolutions.gov) no later than 120 days prior to the end of the budget period. This report must not exceed 45 pages excluding administrative reporting. Attachments are not allowed, but web links are allowed.

This report must include the following:

- **Performance Measures:** Recipients must report on performance measures for each budget period and update measures, if needed.
- **Evaluation Results:** Recipients must report evaluation results for the work completed to date (including findings from process or outcome evaluations).
- **Work Plan:** Recipients must update work plan each budget period to reflect any changes in period of performance outcomes, activities, timeline, etc.
- **Successes**
  - Recipients must report progress on completing activities and progress towards achieving the period of performance outcomes described in the logic model and work plan.
  - Recipients must describe any additional successes (e.g. identified through evaluation results or lessons learned) achieved in the past year.
  - Recipients must describe success stories.
- **Challenges**
  - Recipients must describe any challenges that hindered or might hinder their ability to complete the work plan activities and achieve the period of performance outcomes.
  - Recipients must describe any additional challenges (e.g., identified through evaluation results or lessons learned) encountered in the past year.
- **CDC Program Support to Recipients**
  - Recipients must describe how CDC could help them overcome challenges to complete activities in the work plan and achieving period of performance outcomes.
- **Administrative Reporting** (No page limit)
  - SF-424A Budget Information-Non-Construction Programs.
  - Budget Narrative – Must use the format outlined in "Content and Form of Application Submission, Budget Narrative" section.
  - Indirect Cost Rate Agreement.

The recipient must submit the Annual Performance Report via <https://www.grantsolutions.gov> 120 days prior to the end of the budget period.

The recipients must submit the Annual Performance Report via [www.Grantsolutions.gov](http://www.Grantsolutions.gov) no later than 120 days prior to the end of the budget period.

**c. Performance Measure Reporting (optional)**

CDC programs may require more frequent reporting of performance measures than annually in the APR. If this is the case, CDC programs must specify reporting frequency, data fields, and format for recipients at the beginning of the award period.

CDC will require 6-month reporting on some performance measures, and others will be required annually. The final reporting schedule will be determined after award.

**d. Federal Financial Reporting (FFR) (required)**

The annual FFR form (SF-425) is required and must be submitted 90 days after the end of the budget period through the Payment Management System (PMS). The report must include only those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds, and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. Failure to submit the required information by the due date may adversely affect the future funding of the project. If the information cannot be provided by the due date, recipients are required to submit a letter of explanation to OGS and include the date by which the Grants Officer will receive information.

No additional information.

**e. Final Performance and Financial Report (required)**

The Final Performance Report is due 90 days after the end of the period of performance. The Final FFR is due 90 days after the end of the period of performance and must be submitted through the Payment Management System (PMS). CDC programs must indicate that this report should not exceed 40 pages. This report covers the entire period of performance and can include information previously reported in APRs. At a minimum, this report must include the following:

- Performance Measures – Recipients must report final performance data for all process and outcome performance measures.
- Evaluation Results – Recipients must report final evaluation results for the period of performance for any evaluations conducted.
- Impact/Results/Success Stories – Recipients must use their performance measure results and their evaluation findings to describe the effects or results of the work completed over the period of performance, and can include some success stories.
- A final Data Management Plan that includes the location of the data collected during the funded period, for example, repository name and link data set(s)
- Additional forms as described in the Notice of Award (e.g., Equipment Inventory Report, Final Invention Statement).

No additional information.

#### **4. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

Federal Funding Accountability and Transparency Act of 2006 (FFATA), P.L. 109–282, as amended by section 6202 of P.L. 110–252 requires full disclosure of all entities and organizations receiving Federal funds including awards, contracts, loans, other assistance, and payments through a single publicly accessible Web site, <http://www.USASpending.gov>.

Compliance with this law is primarily the responsibility of the Federal agency. However, two elements of the law require information to be collected and reported by applicants: 1) information on executive compensation when not already reported through the SAM, and 2) similar information on all sub-awards/subcontracts/consortiums over \$25,000.

For the full text of the requirements under the FFATA and HHS guidelines, go to:

- <https://www.gpo.gov/fdsys/pkg/PLAW-109publ282/pdf/PLAW-109publ282.pdf>,
- [https://www.frs.gov/documents/ffata\\_legislation\\_110\\_252.pdf](https://www.frs.gov/documents/ffata_legislation_110_252.pdf)
- <http://www.hhs.gov/grants/grants/grants-policies-regulations/index.html#FFATA>.

#### **5. Reporting of Foreign Taxes (International/Foreign projects only)**

A. Valued Added Tax (VAT) and Customs Duties – Customs and import duties, consular fees, customs surtax, valued added taxes, and other related charges are hereby authorized as an allowable cost for costs incurred for non-host governmental entities operating where no applicable tax exemption exists. This waiver does not apply to countries where a bilateral agreement (or similar legal document) is already in place providing applicable tax exemptions and it is not applicable to Ministries of Health. Successful applicants will receive information on VAT requirements via their Notice of Award.

B. The U.S. Department of State requires that agencies collect and report information on the amount of taxes assessed, reimbursed and not reimbursed by a foreign government against commodities financed with funds appropriated by the U.S. Department of State, Foreign Operations and Related Programs Appropriations Act (SFOAA) (“United States foreign assistance funds”). Outlined below are the specifics of this requirement:

1) Annual Report: The recipient must submit a report on or before November 16 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant during the prior United States fiscal year (October 1 – September 30), and the amount reimbursed and unreimbursed by the foreign government. [Reports are required even if the recipient did not pay any taxes during the reporting period.]

2) Quarterly Report: The recipient must quarterly submit a report on the amount of foreign taxes charged by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant. This report shall be submitted no later than two weeks following the end of each quarter: April 15, July 15, October 15 and January 15.

3) Terms: For purposes of this clause:

“Commodity” means any material, article, supplies, goods, or equipment;

“Foreign government” includes any foreign government entity;

“Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

4) Where: Submit the reports to the Director and Deputy Director of the CDC office in the country(ies) in which you are carrying out the activities associated with this cooperative agreement. In countries where there is no CDC office, send reports to [VATreporting@cdc.gov](mailto:VATreporting@cdc.gov).

5) Contents of Reports: The reports must contain:

a. recipient name;

b. contact name with phone, fax, and e-mail;

c. agreement number(s) if reporting by agreement(s);

d. reporting period;

e. amount of foreign taxes assessed by each foreign government;

f. amount of any foreign taxes reimbursed by each foreign government;

g. amount of foreign taxes unreimbursed by each foreign government.

6) Subagreements. The recipient must include this reporting requirement in all applicable subgrants and other subagreements.

## **6. Termination**

CDC may impose other enforcement actions in accordance with 45 CFR 75.371- Remedies for Noncompliance, as appropriate.

The Federal award may be terminated in whole or in part as follows:

(1) By the HHS awarding agency or pass-through entity, if the non-Federal entity fails to comply with the terms and conditions of the award;

(2) By the HHS awarding agency or pass-through entity for cause;

(3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the HHS awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

## G. Agency Contacts

CDC encourages inquiries concerning this NOFO.

### Program Office Contact

**For programmatic technical assistance, contact:**

First Name:

Jonathan

Last Name:

Carlson

Project Officer

Department of Health and Human Services

Centers for Disease Control and Prevention

Address:

Department of Health and Human Services

Centers for Disease Control and Prevention

Center for Surveillance, Epidemiology, and Laboratory Services

Division of Scientific Education and Professional Development

2400 Century Center Blvd., Mailstop V24-5

Atlanta, GA 30345

Telephone:

Email:

phinrastructure@cdc.gov

### Grants Management Office Information

**For financial, awards management, or budget assistance, contact:**

First Name:

Rhonda

Last Name:

Latimer

Grants Management Specialist

Department of Health and Human Services

Office of Grants Services

Address:

Department of Health and Human Services

Centers for Disease Control and Prevention

Office of Grants Services

2939 Flowers Road

Atlanta, GA 30341

Telephone:

770-488-1647

Email:

ito1@cdc.gov

For assistance with **submission difficulties related to** [www.grants.gov](http://www.grants.gov), contact the Contact Center by phone at 1-800-518-4726.

Hours of Operation: 24 hours a day, 7 days a week, except on federal holidays.

CDC Telecommunications for persons with hearing loss is available at: TTY 1-888-232-6348

## H. Other Information

Following is a list of acceptable attachments **applicants** can upload as PDF files as part of their application at [www.grants.gov](http://www.grants.gov). Applicants may not attach documents other than those listed; if other documents are attached, applications will not be reviewed.

- Project Abstract
- Project Narrative
- Budget Narrative
- Report on Programmatic, Budgetary and Commitment Overlap
- Table of Contents for Entire Submission

For international NOFOs:

- SF424
- SF424A
- Funding Preference Deliverables

Optional attachments, as determined by CDC programs:

Resumes / CVs

Position descriptions

Letters of Support

Organization Charts

Non-profit organization IRS status forms, if applicable

Indirect Cost Rate, if applicable

Memorandum of Agreement (MOA)

Memorandum of Understanding (MOU)

Bona Fide Agent status documentation, if applicable

Applicants are encouraged to upload public health agency leadership letters, MOUs/MOAs, and any documents requested to demonstrate responsiveness. Applicants are encouraged to visit this website more for guidance and answers to questions they may have: <https://www.cdc.gov/workforce/resources/infrastructuregrant.html>

## I. Glossary

**Activities:** The actual events or actions that take place as a part of the program.

**Administrative and National Policy Requirements, Additional Requirements(ARs):** Administrative requirements found in 45 CFR Part 75 and other requirements mandated by statute or CDC policy. All ARs are listed in the Template for CDC programs. CDC programs must indicate which ARs are relevant to the NOFO; recipients must comply with the ARs listed in the NOFO. To view brief descriptions of relevant provisions, see <https://www.cdc.gov/grants/additional-requirements/index.html>. Note that 2 CFR 200 supersedes the administrative requirements (A-110 & A-102), cost principles (A-21, A-87 & A-122) and audit requirements (A-50, A-89 & A-133).

**Approved but Unfunded:** Approved but unfunded refers to applications recommended for approval during the objective review process; however, they were not recommended for funding by the program office and/or the grants management office.

**Assistance Listings:** A government-wide collection of federal programs, projects, services, and activities that provide assistance or benefits to the American public.

**Assistance Listings Number:** A unique number assigned to each program and NOFO throughout its lifecycle that enables data and funding tracking and transparency.

**Award:** Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements (e.g., cooperative agreements) in the form of money, or property in lieu of money, by the federal government to an eligible applicant.

**Budget Period or Budget Year:** The duration of each individual funding period within the period of performance. Traditionally, budget periods are 12 months or 1 year.

**Carryover:** Unobligated federal funds remaining at the end of any budget period that, with the approval of the GMO or under an automatic authority, may be carried over to another budget period to cover allowable costs of that budget period either as an offset or additional authorization. Obligated but liquidated funds are not considered carryover.

**Continuous Quality Improvement:** A system that seeks to improve the provision of services with an emphasis on future results.

**Contracts:** An award instrument used to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the Federal Government.

**Cooperative Agreement:** A financial assistance award with the same kind of interagency relationship as a grant except that it provides for substantial involvement by the federal agency funding the award. Substantial involvement means that the recipient can expect federal programmatic collaboration or participation in carrying out the effort under the award.

**Cost Sharing or Matching:** Refers to program costs not borne by the Federal Government but by the recipients. It may include the value of allowable third-party, in-kind contributions, as well as expenditures by the recipient.

**Direct Assistance:** A financial assistance mechanism, which must be specifically authorized by statute, whereby goods or services are provided to recipients in lieu of cash. DA generally involves the assignment of federal personnel or the provision of equipment or supplies, such as vaccines. DA is primarily used to support payroll and travel expenses of CDC employees assigned to state, tribal, local, and territorial (STLT) health agencies that are recipients of grants and cooperative agreements. Most legislative authorities that provide financial assistance to

STLT health agencies allow for the use of DA. <https://www.cdc.gov/grants/additional-requirements/index.html>.

**Evaluation (program evaluation):** The systematic collection of information about the activities, characteristics, and outcomes of programs (which may include interventions, policies, and specific projects) to make judgments about that program, improve program effectiveness, and/or inform decisions about future program development.

**Evaluation Plan:** A written document describing the overall approach that will be used to guide an evaluation, including why the evaluation is being conducted, how the findings will likely be used, and the design and data collection sources and methods. The plan specifies what will be done, how it will be done, who will do it, and when it will be done. The NOFO evaluation plan is used to describe how the recipient and/or CDC will determine whether activities are implemented appropriately and outcomes are achieved.

**Federal Funding Accountability and Transparency Act of 2006 (FFATA):** Requires that information about federal awards, including awards, contracts, loans, and other assistance and payments, be available to the public on a single website at [www.USAspending.gov](http://www.USAspending.gov).

**Fiscal Year:** The year for which budget dollars are allocated annually. The federal fiscal year starts October 1 and ends September 30.

**Grant:** A legal instrument used by the federal government to transfer anything of value to a recipient for public support or stimulation authorized by statute. Financial assistance may be money or property. The definition does not include a federal procurement subject to the Federal Acquisition Regulation; technical assistance (which provides services instead of money); or assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct payments of any kind to a person or persons. The main difference between a grant and a cooperative agreement is that in a grant there is no anticipated substantial programmatic involvement by the federal government under the award.

**Grants.gov:** A "storefront" web portal for electronic data collection (forms and reports) for federal grant-making agencies at [www.grants.gov](http://www.grants.gov).

**Grants Management Officer (GMO):** The individual designated to serve as the HHS official responsible for the business management aspects of a particular grant(s) or cooperative agreement(s). The GMO serves as the counterpart to the business officer of the recipient organization. In this capacity, the GMO is responsible for all business management matters associated with the review, negotiation, award, and administration of grants and interprets grants administration policies and provisions. The GMO works closely with the program or project officer who is responsible for the scientific, technical, and programmatic aspects of the grant.

**Grants Management Specialist (GMS):** A federal staff member who oversees the business and other non-programmatic aspects of one or more grants and/or cooperative agreements. These activities include, but are not limited to, evaluating grant applications for administrative content and compliance with regulations and guidelines, negotiating grants, providing consultation and technical assistance to recipients, post-award administration and closing out grants.

**Health Disparities:** Differences in health outcomes and their determinants among segments of the population as defined by social, demographic, environmental, or geographic category.



**Health Equity:** Striving for the highest possible standard of health for all people and giving special attention to the needs of those at greatest risk of poor health, based on social conditions.

**Health Inequities:** Systematic, unfair, and avoidable differences in health outcomes and their determinants between segments of the population, such as by socioeconomic status (SES), demographics, or geography.

**Healthy People 2030:** National health objectives aimed at improving the health of all Americans by encouraging collaboration across sectors, guiding people toward making informed health decisions, and measuring the effects of prevention activities.

**Inclusion:** Both the meaningful involvement of a community's members in all stages of the program process and the maximum involvement of the target population that the intervention will benefit. Inclusion ensures that the views, perspectives, and needs of affected communities, care providers, and key partners are considered.

**Indirect Costs:** Costs that are incurred for common or joint objectives and not readily and specifically identifiable with a particular sponsored project, program, or activity; nevertheless, these costs are necessary to the operations of the organization. For example, the costs of operating and maintaining facilities, depreciation, and administrative salaries generally are considered indirect costs.

**Letter of Intent (LOI):** A preliminary, non-binding indication of an organization's intent to submit an application.

**Lobbying:** Direct lobbying includes any attempt to influence legislation, appropriations, regulations, administrative actions, executive orders (legislation or other orders), or other similar deliberations at any level of government through communication that directly expresses a view on proposed or pending legislation or other orders, and which is directed to staff members or other employees of a legislative body, government officials, or employees who participate in formulating legislation or other orders. Grass roots lobbying includes efforts directed at inducing or encouraging members of the public to contact their elected representatives at the federal, state, or local levels to urge support of, or opposition to, proposed or pending legislative proposals.

**Logic Model:** A visual representation showing the sequence of related events connecting the activities of a program with the programs' desired outcomes and results.

**Maintenance of Effort:** A requirement contained in authorizing legislation, or applicable regulations that a recipient must agree to contribute and maintain a specified level of financial effort from its own resources or other non-government sources to be eligible to receive federal grant funds. This requirement is typically given in terms of meeting a previous base-year dollar amount. Memorandum of Understanding (MOU) or Memorandum of Agreement(MOA):

Document that describes a bilateral or multilateral agreement between parties expressing a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where the parties either do not imply a legal commitment or cannot create a legally enforceable agreement.

**Nonprofit Organization:** Any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized for profit; and uses net proceeds to maintain, improve, or expand the operations of the organization. Nonprofit organizations include institutions of higher

educations, hospitals, and tribal organizations (that is, Indian entities other than federally recognized Indian tribal governments).

**Notice of Award (NoA):** The official document, signed (or the electronic equivalent of signature) by a Grants Management Officer that: (1) notifies the recipient of the award of a grant; (2) contains or references all the terms and conditions of the grant and Federal funding limits and obligations; and (3) provides the documentary basis for recording the obligation of Federal funds in the HHS accounting system.

**Objective Review:** A process that involves the thorough and consistent examination of applications based on an unbiased evaluation of scientific or technical merit or other relevant aspects of the proposal. The review is intended to provide advice to the persons responsible for making award decisions.

**Outcome:** The results of program operations or activities; the effects triggered by the program. For example, increased knowledge, changed attitudes or beliefs, reduced tobacco use, reduced morbidity and mortality.

**Performance Measurement:** The ongoing monitoring and reporting of program accomplishments, particularly progress toward pre-established goals, typically conducted by program or agency management. Performance measurement may address the type or level of program activities conducted (process), the direct products and services delivered by a program (outputs), or the results of those products and services (outcomes). A “program” may be any activity, project, function, or policy that has an identifiable purpose or set of objectives.

**Period of performance –formerly known as the project period - :** The time during which the recipient may incur obligations to carry out the work authorized under the Federal award. The start and end dates of the period of performance must be included in the Federal award.

**Period of Performance Outcome:** An outcome that will occur by the end of the NOFO’s funding period

**Plain Writing Act of 2010:** The Plain Writing Act of 2010 requires that federal agencies use clear communication that the public can understand and use. NOFOs must be written in clear, consistent language so that any reader can understand expectations and intended outcomes of the funded program. CDC programs should use NOFO plain writing tips when writing NOFOs. **Program Strategies:** Strategies are groupings of related activities, usually expressed as general headers (e.g., Partnerships, Assessment, Policy) or as brief statements (e.g., Form partnerships, Conduct assessments, Formulate policies).

**Program Official:** Person responsible for developing the NOFO; can be either a project officer, program manager, branch chief, division leader, policy official, center leader, or similar staff member.

**Public Health Accreditation Board (PHAB):** A nonprofit organization that works to promote and protect the health of the public by advancing the quality and performance of public health departments in the U.S. through national public health department accreditation  
<http://www.phaboard.org>.

**Social Determinants of Health:** Conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

**Statute:** An act of the legislature; a particular law enacted and established by the will of the legislative department of government, expressed with the requisite formalities. In foreign or civil law any particular municipal law or usage, though resting for its authority on judicial decisions, or the practice of nations.

**Statutory Authority:** Authority provided by legal statute that establishes a federal financial assistance program or award.

**System for Award Management (SAM):** The primary vendor database for the U.S. federal government. SAM validates applicant information and electronically shares secure and encrypted data with federal agencies' finance offices to facilitate paperless payments through Electronic Funds Transfer (EFT). SAM stores organizational information, allowing [www.grants.gov](http://www.grants.gov) to verify identity and pre-fill organizational information on grant applications.


**Technical Assistance:** Advice, assistance, or training pertaining to program development, implementation, maintenance, or evaluation that is provided by the funding agency.

**UEI:** The Unique Entity Identifier (UEI) number is a twelve-digit number assigned by SAM.gov. When applying for Federal awards or cooperative agreements, all applicant organizations must obtain a UEI number as the Universal Identifier. UEI number assignment is free. If an organization does not know its UEI number or needs to register for one, visit [www.sam.gov](http://www.sam.gov).

**Work Plan:** The summary of period of performance outcomes, strategies and activities, personnel and/or partners who will complete the activities, and the timeline for completion. The work plan will outline the details of all necessary activities that will be supported through the approved budget.

**Health equity** (2) is achieved when every person has the opportunity to “attain his or her full health potential” and no one is “disadvantaged from achieving this potential because of social position or other socially determined circumstances.”

**Underserved communities** refers to populations sharing a particular characteristic, as well as geographic communities, which have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life. Populations can include but are not limited to: African American, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Page 50 of 50 Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural communities; and persons otherwise adversely impacted by persistent poverty or inequality (Definition modified from the Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, January 20, 2021).



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# CDC Strengthening US Public Health Infrastructure, Workforce & Data Systems Grant

March 10, 2023

# PADOH Grant Update

- PA DOH submitted revisions to budget and workplan on 1/17/23
- Budget revisions align with actual award amount
- Workplan revisions address feedback from CDC via Technical Review and application comments
- Submitted additional information to CDC 3/3/23
- Awaiting approval from CDC

# Evaluation Plan

- Evaluation and Performance Measurement Plan due 6/1/23
- Information required:
  - Proposed evaluation topic, including focus area/strategy
  - Justification for evaluation topic
  - Evaluation point of contact
  - Participation in national workforce and capability assessments
  - Plans to report on set of performance measures
- Webinar in April
- CMHDs: minimum to report on staff hired

# CDC Response to Questions

- Allowable for LHD to use subaward PHI grant funds to replace county or municipal funding for a position if the recipient is not a PHI grant awardee receiving funding from the same NOA per Grant Solution.
  - ▀ This is true for positions currently funded by federal dollars as well.

# CMHD Grant Logistics

- PA DOH working through Commonwealth grant process
- Advance Payment
- Separate grants will be completed for each CMHD
  - Standard SOW with adjustments, as needed
- Timeline for grant
  - Start of the grant – End of PA DOH's performance period



# Advance Payment

- Advance payment provisions require:
  - ▀ The advance payment must be deposited in an insured interest-bearing account.
  - ▀ All interest income derived from the use of these funds shall be utilized to provide additional services pertaining to the project(s) funded by this Contract.
- Will there be any issues complying with these provisions?

# Draft Statement of Work (SOW)

- Tasks
  - ▣ Use funds to hire, retain, sustain, and train employees and contractors of CMHD
    - ▣ CDC Notice of Funding Opportunity – A1 Activities (pg. 10)
  - ▣ Contribute to PA DOH's evaluation activities required under CDC grant, including developing performance measures
  - ▣ Monthly meetings with PA DOH and CMHDs

# Draft SOW

- Reporting Requirements
  - ▣ Quarterly: Hiring Report information (i.e., current and project positions to be hired)
  - ▣ Monthly: Spenddown Report
  - ▣ Reports to meet evaluation activities
  - ▣ Additional information as needed

# Next Steps Grant Process

- DOH to provide:
  - ▣ FFATA Subrecipient Data Sheet
  - ▣ Budget Template
- CMHDs to provide:
  - ▣ SAP Vendor Number
  - ▣ Taxpayer ID Number
  - ▣ Completed FFATA Subrecipient Data Sheet
  - ▣ Completed Budget Template
- Due to Kristen Rodack ([krodack@pa.gov](mailto:krodack@pa.gov)) by COB on 3/22/2023

# Open Discussion/Questions



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Charles Walmsley, Health

**ITEM TYPE:** Professional Service Agreement

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of a Professional Services Agreement with Baker Tilly US, LLP in the amount of \$39,900 for strategic planning and other management advisory services to be conducted for the Delaware County Board of Health and Delaware County Health Department. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 5123-4540-630000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$39,900

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** When the PHI grant approval is received it will be brought to Council for approval. It is important to note that the DCHD has had several grants with retroactive effective dates which have successfully allowed for invoicing prior to the final agreement being received. Most notably the Preparedness and ELC grants.

**ATTACHMENTS:**



April 12, 2023

Ms. Melissa C. Lyon  
Director  
Delaware County Health Department  
201 West Front Street  
Media, PA 19603

RE: Engagement Letter Agreement Related to Services

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (“Baker Tilly”) and its affiliates are being engaged by Delaware County Health Department (the “Client”) to assist the Client with strategic planning services.

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.



The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

### **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

### **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable

relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Other Matters**

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules

of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

### Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

### Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Carol Jacobs, Managing Director  
Carol.Jacobs@bakertilly.com  
(714) 287-1547

### Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A Important Disclosures**

### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

## APPENDIX

March 22, 2023

Ms. Melissa C. Lyon  
Director  
Delaware County Health Department  
201 West Front Street  
Media, PA 19603

1730 Madison Road  
Cincinnati, OH 45206  
+1 (513) 861 5400  
bakertilly.com

Dear Ms. Lyon:

Thank you for the opportunity to submit a proposal to provide strategic planning services for the Delaware County Board of Health and Health Department (DCHD). We have prepared a scope of work that reflects our understanding of your desire to align the work of the DCHD with a vision and mission and to create priorities for the Board of Health and staff members.

On October 1, Management Partners combined with Baker Tilly US, LLP. Longtime, valued clients such as Delaware County can expect the same in-depth knowledge of local government, team members, and approach as has been provided by Management Partners' professionals for nearly 30 years. We have provided additional details on the firm later in this proposal.

### Understanding of your needs

Delaware County's Health Department was established in April 2022 with a mission to create, build, and maintain a healthy and thriving community. DCHD has partnerships with the County's 16 school districts, surrounding colleges, universities, and trade schools, as well as local major and small business, non-profit organizations, and other government agencies. As a department serving many different entities, authentic and transparent relationships with the community are vital for sustained engagement and trust. The Health Department's core services include the following:

- Achieving health equity,
- Controlling communicable diseases,
- Promoting healthy and safe lifestyles,
- Supporting the health of moms and babies,
- Maintaining healthy environments,
- Connecting people with high quality health care,
- Responding to public health emergencies, and
- Communicating about health issues and health risks.

To build on its assets into the future, we understand that the Board of Health would like to create a plan that reflects the priorities, desires, and goals of the Board and department leadership for the next two years. As a new department, it is important that foundational elements are set in place for the organization that facilitate timely decision-making and prudent resource allocation. Our experienced team of consultants can help you build and expand upon the strategic planning work that the Health Department Board and staff initiated last year.

Baker Tilly has extensive experience with similar projects. Our team is well-qualified to facilitate a productive strategic planning process. We would welcome the opportunity to help you with this important work. Our approach and proposed scope of services are detailed below.

## Project approach and plan of work

Strategic planning is fundamental to successful work planning. It enables the goals of the organization to be aligned with the annual budget processes and helps use resources intelligently. Periodic review and updating of a strategic plan ensure that current realities (internal and external) are taken into consideration and appropriately factored into the operations of the organization.

We have provided the following key components of strategic planning as an overview of the elements that DCHD might wish to consider for inclusion in the process.

- A **vision** is a clear and concise statement of where the organization wants to be in the future. Setting a vision is a fundamental element of the strategic planning process. All goals and strategies are directed toward achieving an established vision for the future. The current DCHD vision is:  
*All members of the Delaware County community have access to the resources that provide the opportunity to lead a healthy and productive life.*
- A **mission statement** states the purpose of the organization and guides the prioritization of opportunities. It defines what the organization stands for and what it will do. The mission also directs the day-to-day actions of an organization and its employees. The current mission of DCHD is:  
*The Delaware County Health Department strives to promote, protect and assure conditions for optimal health for all residents of Delaware County through leadership, prevention, response, and partnership with the community.*
- **Values** are the core operating principles of an organization. Values govern the actions and behaviors of policy makers and employees to effectuate the mission and vision of the organization. DCHD has adopted six core organizational values:
  - **Equity:** We strive to ensure conditions necessary for optimum health for all residents.
  - **Collaboration:** We partner with businesses, organizations, community members, and government agencies to maximize the impact of all activities that improve health.
  - **Leadership:** We serve as lead health strategist, advocate, and voice for public health in Delaware County.
  - **Accountability:** We are committed to using the most current public health science and practices and being transparent in our operations.
  - **Innovation:** We support a culture of professional growth and investigation to develop and evaluate leading practices in community health.
  - **Stewardship:** We respect and honor the trust the public has placed in us to efficiently manage the County's health resources equitably, responsibly and with integrity.
- **Goals** are closely aligned with the vision and state the desired outcomes to be achieved. Goals provide the "why" of the specific actions the organization will take. Typically, a strategic plan has four to six goals, which may be achieved over several years.
- **Strategies** are the means to achieve multi-year goals. They are measurable, with specific resources assigned, timeframes allocated, and responsibilities determined. Generally, several strategies are established for each goal.
- **Success indicators** express the results that are desired. Indicators (often called metrics) should answer the question: How will we know if we are successful at achieving what we set out to do?
- An **implementation action plan** is the blueprint for carrying out the strategic plan. It contains the detailed steps that must be taken to assure that the goals and strategies are achieved. Action plans

provide a framework for determining specific timelines, assignments, and resource allocations. They are designed to be a management tool to help the organization assure that goals are attained and are suited to periodic check-in about progress, changes or challenges.

- **Reporting on progress** in implementing the strategic plan is a key element. As part of the process, a reporting structure and timeline is created. It can range from a quarterly update of each goal and strategy, to a semi-annual review, once as part of the budget process and again in six months, with adjustments made to reflect changing conditions and accomplishments.

Based on our experience and our understanding of the needs of the Delaware County Board of Health, we have prepared the following detailed plan of work that will result in a strategic plan document and draft Implementation Action Plan.

### **Activity 1 – Start project**

We will begin by meeting with you, the project manager, and any other key staff you may designate. During the kickoff meeting, we will discuss your objectives, the overall process, detailed schedule, and each of the major tasks. This initial planning meeting will afford the opportunity to share information, establish communication protocols, and refine the schedule and approach so it is comfortably integrated with other work demands during the project.

### **Activity 2 – Gather and analyze information**

Next, we will gather information through individual interviews and review DCHD documents, reports and data that are relevant to this effort, as described below. We will acquaint ourselves with the accreditation requirements for DCHD related to strategic planning. We will also review documents and data developed during the 2022 strategic planning initiative and results/information from the 2022 Community Health Needs Assessment. We will also review informational reports from each DCHD Division (Personal Health, Population Health, Environmental Health, Epidemiology, and Administrative Services).

- **Conduct interviews.** We will conduct individual interviews with members of the Board of Health and members of the DCHD's leadership team. The purpose of the interviews is to obtain input about short-term opportunities, priorities and goals to achieve over the next 24 months. We will summarize the results of the interviews and discuss the key themes during the strategic planning workshop with the Board. We will also gather information from each director about current, pending and proposed work plans, projects, and activities.

Examples of interview questions include:

- What are the strengths, weaknesses, opportunities, and challenges/threats (SWOC) facing the Board and Health Department?
  - Is there anything you would add to the current vision statement?
  - Is there anything you would add to the current mission statement?
  - What outcomes do you hope to accomplish by the end of 2025?
  - What goals would you like to see the Board and Health Department address in the next two to five years?
- **Review information from initial strategic planning effort.** The work initiated by DCHD staff and the Board will provide insight about key issues and expectations for services and health outcomes for the next two years. We will also review available reports and data prepared as part of the 2022 Community Health Needs Assessment for Southeastern Pennsylvania, and related reports that have been completed or are underway. These themes will be discussed during the strategic planning workshops and will inform the development of goals and strategies for the organization.

- **Review relevant documents.** We will review other background materials, reports and data to understand existing priorities and other initiatives that are underway or planned. We will identify important factors and contextual information that will inform development of the strategic plan.

This information will provide important input for inclusion in workshop materials and will prepare DCHD Board and staff for the strategic planning workshop (described below).

### **Activity 3 – Prepare for and facilitate strategic planning workshop**

We will facilitate a workshop with the DCHD Board, director and division administrators, and others as desired. During the workshop we will review the current vision, mission, organizational values and modify them, if needed, to guide DCHD in the coming years. We will also review the summary themes from our interviews with Board members and the DCHD leadership team, identify priorities and develop goals and strategies to focus decision-making and resource allocation. To prepare for the workshop, we will complete the following tasks.

- **Determine workshop participants and coordinate logistics.** We will coordinate logistics of the workshop, including location, room setup and other aspects necessary to set the stage for an engaging and productive session with the Board and staff participants.
- **Prepare draft agenda and workshop materials.** We will prepare a detailed agenda for the workshop, as well as a briefing book, including background information and data, discussion prompts and other workshop materials. To ensure the time during the workshop is used most productively, we are likely to ask participants to complete one or more short worksheets in advance of the session.

The agenda will likely include the following components, subject to discussions with project leaders:

- Review and discuss key interview themes;
- Review and discuss the status/preliminary results from the Community Health Needs Assessment and data associated with the accreditation process;
- Review and update vision, mission, and values statements;
- Review and identify consensus priorities;
- Develop goals and strategies for each priority; and
- Identify success factors.

Our strategic planning workshops are engaging and interactive and ensure full participation. We use a combination of facilitation methods including small and large group discussions and typically change small groups at least once during the workshop so that participants have an opportunity to exchange ideas and input in multiple small groups. Because we are former local government practitioners, we are attuned to helping workshop participants clarify issues. We understand how to address sensitive issues in a neutral, non-confrontational manner.

### **Activity 4 – Prepare strategic plan**

During this activity, Baker Tilly will prepare a draft strategic plan document. It will be visually pleasing, using photos supplied by the Health Department to illustrate goals and highlight assets of the Board of Health. It is likely to contain the following components:

- Description of the process, including how data were gathered;
- Vision, mission, values;
- Multi-year goals;



- Several strategies for each goal;
- Success indicators for each goal; and
- Reporting and accountability mechanisms for the strategic plan.

We will review the draft strategic plan with the DCHD Board members and the director before preparing the final document.

### **Activity 5 – Prepare implementation action plan**

Upon completion of the strategic plan document, Baker Tilly will prepare an implementation action plan that incorporates the new policy direction of the Board as articulated in the resulting goals and strategies.

The draft Implementation Action Plan is an executable roadmap that details the specific steps needed to accomplish each of the strategies included in the plan. For implementation to occur in an orderly and effective manner, the action plan will include the following elements:

- Key tasks,
- Timeline (start and completion dates),
- Resources needed and currently available,
- Staff assigned (including a lead person), and
- Milestones.

## **About Baker Tilly**

### **Celebrating more than 90 years serving our valued clients**

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that local governments can't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing the services our clients deliver.**

### **Delivering specialized expertise to our public-sector clients**

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for the Delaware County? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in strategic planning, organizational development as well as human resources. Delaware County will be working with knowledgeable professionals who understand the specific challenges you face and who will provide innovative solutions to help you overcome them.

## Celebrating our recent combination with Management Partners

In October 2022, Management Partners combined with Baker Tilly US, LLP (Baker Tilly) to create a premier public sector consulting practice. The fast pace of change in local government is not slowing down. To continue serving and improving communities, local leaders need trusted consultants to help navigate change. This combination adds a unique and significant layer of experience to Baker Tilly's robust public-sector practice. Our project team members are former local government leaders and managers stemming from all operational facets.





## Our experience conducting strategic planning

We are proud to have assisted a wide range of organizations with strategic planning and are experienced working with small and large jurisdictions, as illustrated by the list of recent clients below. These projects were conducted by Management Partners prior to and after the recent combination with Baker Tilly.

- Alameda, California
- Bay Harbor Islands, Florida
- Berkeley, California
- Beverly Hills, California
- Boone County, Kentucky
- Boulder City, Nevada
- Burlington Police Department, South Carolina
- Butler County, Ohio
- Clearwater, Florida
- Commerce City, Colorado
- Davenport Institute, California
- East Contra Costa Fire Protection, California
- El Cerrito, California
- El Segundo, California
- Florence, Kentucky
- Heber Public Utility District, California
- Laguna Beach, California
- Laguna Beach Community Clinic, California
- Lake Worth, Florida
- Las Cruces, New Mexico
- Livermore Pleasanton Fire Department, California
- Madison, Connecticut
- McFarland, Wisconsin
- Modesto, California
- Monte Vista Water District, California
- Monterey County, California
- Montgomery, Ohio
- Morgan Hill, California
- Palm Bay, Florida
- Pinole, California
- Reno, Nevada
- Roseville, California
- Roswell, Georgia
- San Lorenzo Valley Water District, California
- San Rafael, California
- Santa Cruz, California
- Tinley Park, Illinois
- Tracy, California
- Tustin, California
- Union City, California
- Wauwatosa, Wisconsin
- West Palm Beach, Florida
- Wheaton, Illinois
- Wilton Manors, Florida

## Aligning key engagement team members with your goals

Your team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. Engagement team members are introduced below.

ENGAGEMENT TEAM FOR DELAWARE COUNTY DEPARTMENT OF HEALTH	
	<p><b>Nancy Hetrick — Managing Director</b></p> <p><b><i>Project role: Project director</i></b></p> <ul style="list-style-type: none"><li>• Seasoned facilitator with expertise in teambuilding, strategic planning and facilitating problem-solving and process improvement initiatives.</li><li>• Skilled in the areas of performance management, succession planning, organizational design.</li><li>• Led the County of San Mateo's Outcome-Based Management program and has supported local government clients with the design and implementation of performance measurement systems.</li><li>• Certified to administer the Myers-Briggs Type Indicator (MBTI), DiSC, and other assessment tools.</li></ul>
	<p><b>Jacquelyn McCray, PhD — Director</b></p> <p><b><i>Project role: Project manager</i></b></p> <ul style="list-style-type: none"><li>• Professional urban planner with extensive experience and success helping local governments create strategic plans and community visions, reform and improve development review processes, analyze organizations and workflows, develop performance measures, and analyze peer benchmarking data.</li><li>• Jacquelyn has designed and facilitated strategic planning and goal setting workshops for the following organizations: Roswell, Georgia; Parkland, Margate, Port Orange, West Palm Beach and Wilton Manors, Florida; Las Cruces, New Mexico; Wheaton, Illinois; McFarland, Wisconsin; Florence, Kentucky; Rochester, Minnesota; Boulder City, Nevada; Madison, Connecticut; Port Chester, New York; Bladensburg, Maryland; Newport, Rhode Island; Cass County and Ingham County, Michigan; Morgantown, West Virginia; the Mansfield Downtown Partnership, Mansfield, Connecticut; Montgomery, Ohio; the Louisville, Kentucky Health Department; Mansfield, Connecticut; Hamilton County, Ohio Department of Job and Family Services; Lake County, Illinois; and The Advance, a Division of the General Board of Global Ministries of the United Methodist Church.</li><li>• Expertise in process improvement and reengineering of local government development review processes and procedures; excellent interview and facilitation skills; ability to engage employees and stakeholders in focus group meetings.</li></ul>

## ENGAGEMENT TEAM FOR DELAWARE COUNTY DEPARTMENT OF HEALTH



**Dale Sugerman, PhD — Special Advisor**

***Project role: Subject matter expert***

- Former city/town manager in six diverse communities in Florida.
- Expertise in strategic planning, organizational development, performance management and high-performance teambuilding.
- Experience with utility operations, capital improvement planning and implementation, economic development, growth management, infrastructure financing and risk management.
- Town manager assignments included Lake Park, Highland Beach and Briny Breezes, Florida. City manager assignments included Sunrise, Florida; Oberlin, Ohio; and Slater, Missouri.
- Other assignments include assistant city manager and emergency program coordinator.
- Credentialed Manager and a Lifetime Member of the International City Management Association, a Lifetime Member of the Florida City and County Management Association, and a current member of the Palm Beach County City Management Association.
- Qualified trainer in the Myers-Briggs Type Indicator® and frequent lecturer and speaker on topics dealing with local government issues.



**Peg Rowe — Special Advisor**

***Project role: Subject matter expert***

- Peg has extensive public-sector and private-sector experience in public health, human resources and related administrative positions.
- She has served in government positions at the city, county and state level; she previously served as assistant city manager and director of human resources for a North Carolina city, with responsibilities for internal services departments; a director of human resources in two Florida counties; a state office policy research and development manager for the State of Georgia's Division of Public Health; and a human resources manager in the private sector for over a decade in the role of corporate employment and benefits administrator and as corporate trainer for a national corporation.
- Peg holds a earned a bachelor's degree in criminal justice from the University of Georgia and a master's degree in human resources development from Georgia State University,
- She also holds a Professional in Human Resources Certification from the Society for Human Resources Management, HR Certification from the International Personnel Management Association, and mediation certification.

### Professional fee

Baker Tilly anticipates devoting 177 hours of our staff time to complete the plan of work described above. The total cost of this project is \$39,900, which includes all fees and expenses. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

Delaware County Health Department  
March 22, 2023

## Conclusion

Delaware County will continue to be a valued client of Baker Tilly. Thank you for the opportunity to make a tangible contribution to your success. Our team is excited to assist you with this important project, and we look forward to discussing this proposal with you.

Sincerely,



Carol Jacobs, Managing Director  
Baker Tilly US, LLP  
+1 (714) 287-1547 | [carol.jacobs@bakertilly.com](mailto:carol.jacobs@bakertilly.com)

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# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Jim Hackett, Treasurer

**ITEM TYPE:** Professional Service Agreement

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Professional Services Agreement with Just Appraised for the period of May 3rd, 2023 to April 30, 2024 in the amount of \$55,400.00. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-0367-630000

**ESTIMATED/ACTUAL COST OF REQUEST:** 55,400.00

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Just Appraised is a sole source provider that will allow data and imaging of recorded deeds to be prioritized and uploaded to Tyler Technology Software. This process will reduce errors and expedite the deed transfer process to our current operating system.

**ATTACHMENTS:**  
[Delaware County PA Sole Source Letter.pdf](#)  
[Sole Source Deed Recognition Software Packet for Presentation to BOCC \(1\) \(1\) \(1\) copy.pdf](#)  
[Delaware County, PA Pricing Proposal .docx \(3\).pdf](#)  
[Just Appraised - SAAS Services Agreement.pdf](#)

## Delaware County, PA Sole Source Letter

### What is the purpose and need of this product or service?

- Just Appraised provides workflow management around the change of ownership process, bringing greater transparency to the process and enabling a shift from data entry to QC
- Just Appraised filters out recorded documents that do not affect title to eliminate the printing and sorting process of entire volumes, leaving the assessor's staff with a queue of documents relevant to their work
- Just Appraised extracts information from deeds to match these transfer documents to the correct parcels using legal description and current ownership information
- The software structures extracted sale and transfer information cleanly into the data fields required to update ownership in the assessor's CAMA system

### What functional or performance specification and/or statement of work does this product or service have that others do not have?

- Just Appraised leverages the latest in cloud computing advancements, machine learning and natural language processing to provide best practice workflow for change of ownership and GIS activities
- Just Appraised matches deeds to lot / block parcels with 97% accuracy, metes & bounds parcels with 95+% accuracy
- Just Appraised saves hours per day of staff time by pre-filtering out irrelevant documents using proprietary algorithms. These documents would otherwise have had to be reviewed and filtered manually
- Sales and ownership data is extracted for staff members by the system (97+% accuracy) so they can shift their focus from data entry to quality control
- Just Appraised provides direct integration with the CAMA system to eliminate keying from the change of ownership process
- Just Appraised is also able to integrate with other systems in the future via web services to provide flexibility in case the underlying CAMA system changes

### Specifically why doesn't each of the other products or services meet the functional or performance requirements listed in question 1 above?

- No other products exist that can use machine learning and natural language processing techniques to automate the filtering process of real estate transaction documents for the assessor's office
- No other products exist that can use machine learning and natural language processing techniques to automate the data extraction for deeds
- Other solutions do not have 95%+ data extraction accuracy figures
- Other solutions do not have 95-98%+ parcel matching accuracy rates
- Other solutions do not categorize documents based on specific cases in documents including but not limited to: multiparcel sales, chain of title issue, metes and bounds legal, lot block legal, tenancy, partial interest, homestead
- Other solutions do not provide direct integration with the CAMA system to eliminate keying from the change of ownership process

### **08/24/2020 Sole Source Request**

The Oklahoma County Assessor's Office submitted a request to verify sole source status for Deed Recognition Software from Just Appraised to the Purchasing Office.

The Purchasing Office proceeded to verify sole source status as follows:

#### **Conducted Research:**

- Contacted Just Appraised for Sole Source Letter. See attached. Just Appraised also sent a list of 30+ counties across the US who have procured this service thru sole source verification.
- Contacted approved National Buying Programs to see if this is covered under any existing contracts and to get a list of names of any potential providers. These include Sourcewell, OMNIA and GSA.
- **GSA** – confirmed via email they are unable to provide any vendors who provide this service.
- **OMNIA** – confirmed via email they are unable to provide any vendor who provide this service.
- **Sourcewell** – Responded with two potential vendors – Konica Minolta and Tyler Technologies. **Tyler Technologies** - previously eliminated as a source in earlier discussions.
- **08/31/2020** – Participated in a discovery call with Konica Minolta where it was determined they do not have any software that will meet these needs. This was a virtual Zoom Meeting.
- Conducted Google Search for Deed Recognition Software Companies.
  - **Informatik** – verified via email that they are not able to provide these services.
  - **Greenbriar Solutions** – Non-Responsive – upon further research this is a Deed Plotter Software not Deed Recognition. Not applicable.
  - **Trimin Systems** – Non-Responsive – Upon further research they offer half of what is provided through Just Appraised. There is also no information on their website to indicate they would be able to integrate with an Assessor's Office.
  - **Sandy Knoll Software** – No response to request. Instead sent a link to other software programs not related.
- **09/09/2020** – Conducted google search for Software companies in general. After research, I found four of these vendors did not apply to this project. Contacted the top 6 as documented below:
  - **Microsoft** – referred to third party to see about customizable program. Set up Discovery call with Microsoft to review specifications. It is my understanding from this call that this is sole source as they have a program already developed; however, Microsoft could refer us to 3<sup>rd</sup> parties who could possibly develop their own. This would take a substantial amount of time, as this is not a “shelf ready” product in comparison to what Just Appraised is presenting. Microsoft reached out to several partners in an effort to provide desired services. Email sent confirming they are unable to find partners able to provide the program/services needed.
  - **Belatrix** – Non-Responsive – upon further research this appears to be more of an automated – bot software development company. Not applicable.
  - **Hewlett Packard** – Responded to second email with international company to reach out to – waiting on response. Sent two emails asking for contact about products relating to this – non-responsive to request but I have been receiving sales emails on other products.
  - **Intuit** – Non Responsive – upon further research, this company provides specific platforms such as Turbo Tax and Check Services – Not Applicable
  - **Fiserv** – Non-Responsive - upon further research this company appears to provide financial services such as bill pay and debit/credit merchant services. Not applicable.



**Oracle** – Non-Responsive – upon further research they do not appear to have deed or text recognition software. Not applicable.

- **09/18/2020** – Researched Additional State Contract Vendors:  
Waiting on Responses from Oracle and CarahSoft. See response on Oracle listed above.  
**Carahsoft**- upon further research they show to be a cybersecurity company mainly in regards to Information Sharing in the cloud. Not applicable.

**Summary of Research Findings:**

- Just Appraised is currently the only vendor to offer a solution that is “shelf ready” and requires minimal customization efforts to achieve desired product.
- Algorithms for Just Appraised are proprietary which ultimately allows Just Appraised to offer a solution with results that no other company can currently.
- At this time, no equivalents are available.
- No other vendor is able to offer a solution that can adapt as technology changes. Ex: If the Assessor’s Office were to use a different software solution in the future, this product has the ability to change to meet compatibility requirements.
- All three National Buying Programs utilized by Oklahoma County were unable to provide vendors able to offer a solution. This is unique.
- State Contracts – No vendors able to offer this product or anything similar.
- It is the intention of the Purchasing Office to promote fair competition while effectively utilizing new technologies that provide longer lasting solutions that save taxpayer dollars while increasing efficiency and keeping current with advancements in technology.

**Conclusion/Recommendation:**

It is the recommendation of the Purchasing Office, after research and review that the product for Deed Recognition Software does currently qualify and should be approved as Sole Source.

Sole Source Certification is only valid for one year after BOCC approval.



OKLAHOMA COUNTY PURCHASING  
SOLE SOURCE OR SOLE BRAND ACQUISITION CERTIFICATION

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Requesting Department: Assessor  
Acquisition Description: \_\_\_\_\_  
Supplier's Name: Just Appraised  
Supplier's Address: 440 N. Wolfe Rd., Sunnyvale, CA 94085  
Supplier's Telephone: 469-553-0468

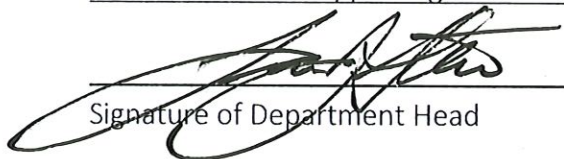
Please indicate type of request: Sole Source  Sole Brand

I hereby affirm that the source listed above is the only person or business entity singularly qualified to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

No other vendor offers a solution that can use machine learning and natural language processing techniques. Just Appraised is the only product Available that allows direct integration with our current CAMA system. This in turn eliminates keystroking from the change of ownership process. Just Appraised has the unique ability to extract text to 95% + accuracy rating. Just Appraised also has 90-98% parcel matching accuracy rates. Just Appraised owns proprietary rights to algorithms that allow their products to increase accuracy and efficiency after implementation.

The following is a brief description of all efforts which were made to verify that the services or products to be purchased qualify as a sole source or sole brand acquisition. (Example, name other sources whose products or services have been evaluated and explain why those products/services do not meet requirement)

\*See above justification. The purchasing department assisted in the research of other vendors and should have supporting documentation

  
\_\_\_\_\_  
Signature of Department Head

August 21, 2020  
\_\_\_\_\_  
Date

Date: \_\_\_\_\_  
\_\_\_\_\_  
Purchasing Director

Approved on \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS

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

ATTEST:  
\_\_\_\_\_



## Oklahoma County, OK Proposal

### Annual:

\$96,000/year (\$8,000/month)\*

\*We can prorate the annual cost to cover the remainder of the budget year

\$2,000 - training (one time)

\$2,000 - integration (one time)

### About Just Appraised

- + Just Appraised filters out documents that your office does not need to review to eliminate the printing and sorting process of entire volumes, leaving your staff with a queue of documents relevant to their work
- + Our system extracts information from deeds to match these transfer documents to the correct parcels
- + It structures this extracted information cleanly into the data fields required to update ownership in system
- + It provides workflow management around the process, bringing greater transparency to the change in ownership process and enabling a shift from data entry to QC

### Key Benefits

- + Just Appraised matches deeds to lot / block parcels with 98% accuracy, metes & bounds parcels with 90+% accuracy
- + Just Appraised saves hours per day of staff time by pre-filtering out irrelevant documents using technology. These documents would otherwise have had to be reviewed and filtered manually
- + Sales and ownership data is extracted for staff members by the system (97+% accuracy) so they can shift their focus from data entry to quality control

### ROI

- + Early partners are seeing staff complete 4x more tasks in a single day in ¼ of the time
- + Partners are also seeing reduced data entry mistakes leading to higher taxpayer satisfaction
- + Digital audit trail and document tracking allow managers to stay on top of output and create transparency across the internal team and with the taxpayer community

### Our Customers

Our customers include 9 Florida Counties, 4 Texas Appraisal Districts, Stafford County, VA, Coconino County, AZ, City of Brookline, MA, Cabarrus County, NC, Franklin County, NC and Wilkes County, NC.

### About Just Appraised

We are a Y-Combinator backed, Stanford graduate team that has built software to streamline the change of ownership process for local government offices. Our backgrounds are in software engineering, business, design, and machine learning. Our experience includes working at or with national agencies, municipal governments, and consumer technology companies.

We look forward to partnering with you,

Andy and the Just Appraised Team

# Oklahoma County Sole Source Letter

## **What is the purpose and need of this product or service?**

- Just Appraised provides workflow management around the change of ownership process, bringing greater transparency to the process and enabling a shift from data entry to QC
- Just Appraised filters out recorded documents that do not affect title to eliminate the printing and sorting process of entire volumes, leaving the Assessor's staff with a queue of documents relevant to their work
- Just Appraised extracts information from deeds to match these transfer documents to the correct parcels using legal description and current ownership information
- The software structures extracted sale and transfer information cleanly into the data fields required to update ownership in the Assessor's CAMA system

## **What functional or performance specification and/or statement of work does this product or service have that others do not have?**

- Just Appraised leverages the latest in cloud computing advancements, machine learning and natural language processing to provide best practice workflow for change of ownership and GIS activities
- Just Appraised matches deeds to lot / block parcels with 98% accuracy, metes & bounds parcels with 90+% accuracy
- Just Appraised saves hours per day of staff time by pre-filtering out irrelevant documents using proprietary algorithms.
- Sales and ownership data is extracted for staff members by the system (97+% accuracy) so they can shift their focus from data entry to quality control
- Just Appraised provides built in sales qualification per local requirements to ensure a more accurate sales sample for valuations
- Just Appraised provides direct integration with the CAMA system to eliminate keying from the change of ownership process.
- Just Appraised is also able to integrate with other systems in the future via web services to provide flexibility in case the underlying CAMA system changes

## **Specifically why doesn't each of the other products or services meet the functional or performance requirements listed in question 1 above?**

- No other products exist that can use machine learning and natural language processing techniques to automate the filtering process of real estate transaction documents for the Assessor
- Other solutions do not have 95%+ data extraction accuracy figures
- Other solutions do not have 90-98%+ parcel matching accuracy rates
- Other solutions do not categorize documents based on specific cases in documents including but not limited to: multiparcel sales, chain of title issue, metes and bounds legal, lot block legal, tenancy, partial interest, homestead
- Other solutions do not have automated sales qualification that were developed in accordance with local requirements
- Other solutions are on-premises and do not leverage the speed and power of cloud technologies
- Other solutions do not provide direct integration with the CAMA system to eliminate keying from the change of ownership process

**From:** [Andy Morgosh](#)  
**To:** [McMichael, Ashley](#)  
**Subject:** Re: Just Appraised  
**Date:** Wednesday, September 2, 2020 5:55:31 PM

---

Hello Ashley,

No, I can confidently say that we do not have any competitors for either application that are capable of doing the full scope of what we do.

Andy

On Mon, Aug 31, 2020 at 9:42 AM McMichael, Ashley  
<[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)> wrote:

Another question on this much like the efilng. Do you have any competitors for this that you know of?

Thank You!

---

**From:** Andy Morgosh <[andy@justappraised.com](mailto:andy@justappraised.com)>  
**Sent:** Friday, August 28, 2020 9:32 AM  
**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Subject:** Re: Just Appraised

Hello Ashley,

The deed recognition software is also absolutely proprietary. Here is a link to a four minute video that provides a brief overview of what the software is doing for context: <https://www.loom.com/share/90b8cbdea5714e7489071099fc81bfc0>

Also, I am attaching the sole-source letter from before which specifically references what makes the deed software unique.

Thank you!

Best,

Andy

On Fri, Aug 28, 2020 at 6:44 AM McMichael, Ashley  
<[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)> wrote:

Good Morning,

May we request some information on your deed recognition software? Is this also proprietary and something you consider to be sole source like the efilng?

Thank You

---

**From:** Andy Morgosh <[andy@justappraised.com](mailto:andy@justappraised.com)>  
**Sent:** Thursday, August 27, 2020 9:45 AM  
**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Subject:** Re: Just Appraised

Hello Mrs. McMichael,

Unfortunately, no, we do not. That one was a special request we made to San Joaquin County. If it is absolutely essential, we can make requests of other counties that we work with.

Thanks,

Andy

On Mon, Aug 24, 2020 at 2:51 PM McMichael, Ashley  
<[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)> wrote:

Good Afternoon!

We are still working on putting some documentation together and I was curious if you had letters of Sole Sourcing from Counties of various sizes on file?

Thank You

---

**From:** Andy Morgosh <[andy@justappraised.com](mailto:andy@justappraised.com)>  
**Sent:** Friday, July 17, 2020 2:08 PM  
**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Subject:** Re: Just Appraised

Hi Ashley and good afternoon,

We have surveyed our market landscape many times (along with our clients and prospective customers) and do not have a direct competitor. Or, if we do, it's the status quo process of having a clerical team manually review and key in the relevant data from each deed and AOV.

The one place where we've seen folks apply technology to this area is by attempting to build a simple integration between the clerk and recorder's software and the assessor's CAMA system. This reduces, in some counties, some of the keying that is required from two renditions.

However, Just Appraised's software has three primary advantages over this alternative:

- - Just Appraised can flag
    - important transfer cases (such as life estates, trusts, multi-parcels, and partial interest) to ensure that the assessor's office is correctly understanding and entering the parameters of a sale
- 
- - Just Appraised runs proprietary

- algorithms to facilitate sales qualification and coding
- 
- 
- Just Appraised can extract
  - data from both deeds and AOVs and has a higher degree of accuracy and data integrity because it avoids human error from typos, overlooking key info in the deed, etc. Additionally, the assessor's office is making the final call on how to process a transfer
- as opposed to the clerk or recorder's office.
- 

I hope this explanation helps! Please let me know if you have any other specific questions.

Best regards,  
Andy

On Fri, Jul 17, 2020 at 11:08 AM McMichael, Ashley  
<[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)> wrote:

Thank you so much for sending this information. I do have a follow up question though. Would you be able to provide a list of some of your competitors and what sets you apart from them? The sole source explanation provided great detail and we do appreciate that. This is just additional documentation we feel is important in researching this item.

Thank You!

---

**From:** Andy Morgosh <[andy@justappraised.com](mailto:andy@justappraised.com)>  
**Sent:** Thursday, July 16, 2020 11:15 AM  
**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Subject:** Re: Just Appraised



Hello Ashley,

Apologies for the delay. I have a few resources for you in support of our claim to be a sole source provider of this service. Please find attached a document outlining the reason we believe this to be the case as well as a letter from San Joaquin County, CA, outlining their due diligence in investigating the competitive landscape and finding us to be a sole source provider.

Finally, the following cities/counties have found us to be a sole source provider:

San Joaquin County	CA
De Soto County	MS
Rutherford County	TN
Volusia County	FL
Gaston County	NC
Marion County	FL
City of Cambridge	MA
Williamson County	TN
Hidalgo CAD	TX
Coconino County	AZ
Seminole County	FL
McLennan CAD	TX
Monroe County	FL
Stafford County	VA
Williamson CAD	TX
Leon County	FL
Ellis CAD	TX
Nassau County	FL
Lake County	FL
Citrus County	FL
Pasco County	FL
Franklin County	NC
Cabarrus County	NC
Brookline, City of	MA
Hays CAD	TX
Duval County	FL
Travis CAD	TX
Webb CAD	TX
Liberty CAD	TX
Montgomery CAD	TX
Caddo Parish	LA
Potter-Randall CAD	TX
Bossier Parish	LA

Sumner County TN  
Atascosa CAD TX  
Sumter County FL  
Hamilton County TN  
St. Lucie County FL  
Indian River County FL  
Collin CAD TX  
Wilkes County NC

Please let me know if you have any questions!

Best,

Andy

On Mon, Jul 13, 2020 at 9:14 AM Andy Morgosh <[andy@justappraised.com](mailto:andy@justappraised.com)> wrote:

Hello Ashley,

Definitely, I am on a demo right now but will have that for you shortly.

On Mon, Jul 13, 2020 at 9:04 AM McMichael, Ashley  
<[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)> wrote:

Even a list with the 40 counties and just stating that sole source was approved would be helpful.

Thank You!

---

**From:** Andy Morgosh <[andy@justappraised.com](mailto:andy@justappraised.com)>  
**Sent:** Monday, July 13, 2020 10:02 AM  
**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Subject:** Just Appraised

Hello Ashley,

I apologize for taking so long to get back to you and I really appreciate your persistence in following up. Unfortunately, Just Appraised is not a part of any of those government purchasing platforms. In fact, we hadn't heard of them until now but we will definitely look into them. Since starting in 2017, Just Appraised has partnered with about 40 counties across the country and our software has been sole-sourced in every case. Many times we thought we would have to go through a formal solicitation process only to be told that we were definitively sole source.

Please let me know if I can provide any information on what we do/why we should be considered sole source.

Thanks and sorry again for the slow reply!

Best,

--

Andy Morgosh

Account Executive, [Just Appraised](#)

469-553-0468

[andy@justappraised.com](mailto:andy@justappraised.com)

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--

Andy Morgosh

Account Executive, [Just Appraised](#)

**From:** [Karen Beyer - 7QCAA](#)  
**To:** [McMichael, Ashley](#)  
**Cc:** [Brian Talley](#)  
**Subject:** Re: FW: Deed Recognition Software  
**Date:** Wednesday, September 16, 2020 12:33:05 PM

---

Hi Ms. McMichael,

Thank you for the phone call yesterday. That was helpful in understanding what you are looking for. Through my quick search, I was unable to locate any like the Deed Recognition Software you mentioned on our GSA schedule. I did find ArcGIS software, but that looks to be more of a platform to share geographic information, not necessarily a character recognition software that works with Deeds.

If you need anything else, please do not hesitate to reach out.

Thanks,  
Karen

**Karen Beyer**  
Customer Service Director  
GSA Federal Acquisition Service  
Customer and Stakeholder Engagement  
10001 Reunion Place, Suite 114  
San Antonio, TX 78216  
[210-306-2343](tel:210-306-2343) (office)  
[210-382-1853](tel:210-382-1853) (cell)

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On Tue, Sep 15, 2020 at 2:13 PM McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)> wrote:

Good Afternoon,

I was initially working with Brian Talley on this but am hoping you can assist with this now. Please see correspondence below. If you have any additional questions or concerns please feel free to call or email!

Thank You!

---

**From:** McMichael, Ashley  
**Sent:** Tuesday, September 15, 2020 1:17 PM  
**To:** 'Brian Talley - 7QCAA' <[brian.talley@gsa.gov](mailto:brian.talley@gsa.gov)>  
**Subject:** FW: Deed Recognition Software

Good Afternoon,

I am just following up on this. Were you able to find anything for us?

Thank You

---

**From:** McMichael, Ashley  
**Sent:** Wednesday, September 2, 2020 1:26 PM  
**To:** 'Brian Talley - 7QCAA' <[brian.talley@gsa.gov](mailto:brian.talley@gsa.gov)>  
**Subject:** FW: Deed Recognition Software

Good Afternoon!

I just wanted to follow up on this and see if you had any potential leads for us yet?

Thank You!

---

**From:** McMichael, Ashley  
**Sent:** Monday, August 31, 2020 12:13 PM  
**To:** 'Brian Talley - 7QCAA' <[brian.talley@gsa.gov](mailto:brian.talley@gsa.gov)>  
**Subject:** FW: Deed Recognition Software

Good Afternoon,

I am reaching out to you from the Oklahoma County Purchasing Department. We are

currently doing some research and wanted to see if you provide Deed Recognition Software of any kind?

If so would your product be able to provide the following:

Direct integration with current CAMA systems?

If our current CAMA system was to change would your product be easily integrated with any future CAMA systems?

Additional Questions regarding product:

What is the accuracy rating for matching deeds to lot/block parcels?

Does your product have the ability to pre filter out unnecessary documents?

If our current CAMA system was to change would your product be easily integrated with any future CAMA systems?

Thank You!

*Ashley McMichael*

**OKLAHOMA COUNTY PURCHASING**

Office: 405.713.1488 Fax: 405.713.1491

320 Robert S. Kerr, Suite 117 OKC, OK 73102

[Ashley.McMichael@oklahomacounty.org](mailto:Ashley.McMichael@oklahomacounty.org)

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**From:** [LeChelle DeLaughter](#)  
**To:** [McMichael, Ashley](#)  
**Subject:** RE: Deed Recognition Software  
**Date:** Tuesday, September 15, 2020 2:18:45 PM  
**Attachments:** [image001.png](#)

---

You're very welcome!  
Have a good rest of your week!

**COVID-19 Resources**

<https://www.omniapartners.com/omnia-partners-providing-covid-19-resources-for-all-your-back-to-work-needs>

**Best regards,**

**LeChelle DeLaughter**

Member Development Manager – Arkansas, Florida, and Oklahoma  
OMNIA Partners, Public Sector  
615-732-8313 Office



[www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)

---

**From:** McMichael, Ashley <PUASHMCM@oklahomacounty.org>  
**Sent:** Tuesday, September 15, 2020 2:11 PM  
**To:** LeChelle DeLaughter <LeChelle.DeLaughter@omniapartners.com>  
**Subject:** RE: Deed Recognition Software

Thank You so much! I appreciate the time and effort you've put into this for us. We will definitely reach back out if we have any other needs.

Thank You

---

**From:** LeChelle DeLaughter <[LeChelle.DeLaughter@omniapartners.com](mailto:LeChelle.DeLaughter@omniapartners.com)>  
**Sent:** Tuesday, September 15, 2020 1:57 PM  
**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Subject:** RE: Deed Recognition Software

Ashley,

I hope that you've been well!

I want to apologize for my lack of communication over this course of time. Based on your need, I contacted several of the suppliers that I believe would've possibly been able to assist. However, after many attempts, I wasn't able to find a solution for you. Some of the suppliers haven't even given me a definite answer yet. It's rare for any of our suppliers to not be able to assist with a need such as this one.

I understand that you are still on the lookout for this particular software, so if I receive any updates on it being available, I will let you know.

Going forward if you have any other needs, I'd still love to assist you with finding the best solution in a more timely manner.

I'm always happy to be a resource for your county!

**COVID-19 Resources**

<https://www.omniapartners.com/omnia-partners-providing-covid-19-resources-for-all-your-back-to-work-needs>

**Best regards,**

**LeChelle DeLaughter**

Member Development Manager – Arkansas, Florida, and Oklahoma  
OMNIA Partners, Public Sector  
615-732-8313 Office



[www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)

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**From:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Sent:** Tuesday, September 15, 2020 1:11 PM  
**To:** LeChelle DeLaughter <[LeChelle.DeLaughter@omniapartners.com](mailto:LeChelle.DeLaughter@omniapartners.com)>  
**Subject:** RE: Deed Recognition Software

Good Afternoon,

I just wanted to touch base with you on this. Have you heard anything back yet? We are trying to



wrap up documentation on whether or not this specific software is readily available.

Thank You!

---

**From:** LeChelle DeLaughter <[LeChelle.DeLaughter@omniapartners.com](mailto:LeChelle.DeLaughter@omniapartners.com)>

**Sent:** Wednesday, September 2, 2020 2:44 PM

**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>

**Subject:** RE: Deed Recognition Software

Ashley,

I have reached out to a supplier that works with software and have not yet heard back. I will follow up with that representative to find a solution for you.

Thank you!

**COVID-19 Resources**

<https://www.omniapartners.com/omnia-partners-providing-covid-19-resources-for-all-your-back-to-work-needs>

**Best regards,**

**LeChelle DeLaughter**

Member Development Manager – Arkansas, Florida, and Oklahoma

OMNIA Partners, Public Sector

615-732-8313 Office



[www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)

---

**From:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>

**Sent:** Wednesday, September 2, 2020 1:24 PM

**To:** LeChelle DeLaughter <[LeChelle.DeLaughter@omniapartners.com](mailto:LeChelle.DeLaughter@omniapartners.com)>

**Subject:** RE: Deed Recognition Software

Good Afternoon!

I just wanted to follow up on this and see if you had any leads for us?

Thank You!

---

**From:** LeChelle DeLaughter <[LeChelle.DeLaughter@omniapartners.com](mailto:LeChelle.DeLaughter@omniapartners.com)>  
**Sent:** Monday, August 31, 2020 2:33 PM  
**To:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Subject:** RE: Deed Recognition Software

Good afternoon Ashley,

Thank you for reaching out!

I will look into our portfolio to learn if any of our partnered suppliers has this database. I will let you know of our options.

**COVID-19 Resources**

<https://www.omniapartners.com/omnia-partners-providing-covid-19-resources-for-all-your-back-to-work-needs>

**Best regards,**

**LeChelle DeLaughter**

Member Development Manager – Arkansas, Florida, and Oklahoma  
OMNIA Partners, Public Sector  
615-732-8313 Office



[www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)

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**From:** McMichael, Ashley <[PUASHMCM@oklahomacounty.org](mailto:PUASHMCM@oklahomacounty.org)>  
**Sent:** Monday, August 31, 2020 12:14 PM  
**To:** LeChelle DeLaughter <[LeChelle.DeLaughter@omniapartners.com](mailto:LeChelle.DeLaughter@omniapartners.com)>  
**Subject:** FW: Deed Recognition Software

Good Afternoon,

I am reaching out to you from the Oklahoma County Purchasing Department. We are currently doing

some research and wanted to see if you provide Deed Recognition Software of any kind?

If so would your product be able to provide the following:

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If our current CAMA system was to change would your product be easily integrated with any future CAMA systems?

Additional Questions regarding product:

What is the accuracy rating for matching deeds to lot/block parcels?

Does your product have the ability to pre filter out unnecessary documents?

If our current CAMA system was to change would your product be easily integrated with any future CAMA systems?

Thank You!

*Ashley McMichael*

**OKLAHOMA COUNTY PURCHASING**

Office: 405.713.1488 Fax: 405.713.1491

320 Robert S. Kerr, Suite 117 OKC, OK 73102

[Ashley.McMichael@oklahomacounty.org](mailto:Ashley.McMichael@oklahomacounty.org)

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- Hewlett-Packard Co. ....
- Fiserv (FISV): Listed on the NASDAQ, Fiserv is a software company serving the financial services industry. ....
- Intuit Corp.

**From:** [Neil Nobie](#)  
**To:** [McMichael, Ashley](#)  
**Cc:** [Dan Duff](#)  
**Subject:** RE: Follow up Deed Recognition Software  
**Date:** Tuesday, September 22, 2020 7:21:31 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

---

Hi Ashley,

My progress so far has not been very good with finding a partner that has a pre-built solution that competes with Just Appraise. Anything from our side would require building a custom solution. If Just Appraise has a pre-solution that they claim is the only one and the best in the business, it may be the case.

I have a call with a partner tomorrow, but I am not very optimistic that their solution would be an exact fit to be competitive.

I will keep you posted. Thanks!

Regards,

Neil Nobie



**Neil Nobie**  
Solutions Specialist, Business Applications  
Office: +1 469 775 3534 | Cell: +1 214 641 4901  
Microsoft Technology Center  
7000 State Hwy 161 | Irving, TX 75039  
Email: [Neil.Nobie@microsoft.com](mailto:Neil.Nobie@microsoft.com)



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**From:** McMichael, Ashley <PUASHMCM@oklahomacounty.org>  
**Sent:** Friday, September 18, 2020 8:14 AM  
**To:** Neil Nobie <Neil.Nobie@microsoft.com>  
**Subject:** [EXTERNAL] Follow up Deed Recognition Software

Good Morning!

Thank you so much for the meeting yesterday. It was very informative.

Below is a summary of our call today as well as the answers to the questions you sent previously.

What we need to know first and foremost: Are you currently able to provide us a solution that provides the following for Deed Recognition Software:

- Uses machine learning and natural language processing techniques to automate the filtering process of real estate transaction documents for the Assessor

- has 95%+ data extraction accuracy figures
- has 90-98%+ parcel matching accuracy rates
- Can categorize documents based on specific cases in documents including but not limited to: multiparcel sales, chain of title issue, metes and bounds legal, lot block legal, tenancy, partial interest, homestead
- Has automated sales qualification that are developed in accordance with local requirements
- provides direct integration with the CAMA system to eliminate keying from the change of ownership process
- can integrate with any future CAMA system should that change

**Questions and Answers:**

How are you currently doing deed recognition? None

What is the impetus for change? Upgrading system

Can you provide a description of the workflow that's involved? The workflow involved once set up ideally would be minimal. Workflow should be similar to: Assemble Images from Clerk's office, scrutinize, analyze and extract pertinent data from digital image. Upload pertinent information to Assessor's CAMA system. Report results. \_\_\_\_% successfully uploaded. The following instruments/images require attention and/or final approval

Am I correct to assume that CAMA is an asset management software solution? Computer Aided Mass Appraisal system

If so, what CAMA software are you currently using? Patriot AssessPro AP5

Does CAMA reside on an on-prem or is it a Cloud solution? On Site

What else does the CAMA solution integrate with? For example, GIS application, finance system, case or client management systems, etc. GIS GeoCoretex, Prognose Analysis software, CoreLogic Cost Tables

Are you okay with cloud based applications? Yes

Do you want a COTS or are you okay with custom built? Either or

Are the users in business or IT depts.? Business

What level of tolerance would users have for technology change/adoption? Highly Flexible end users in this department.

Thank You!

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## Delaware County, PA Pricing Proposal– Deeds Software

**Pilot Term:** \$0 (May 3, 2023- April 30, 2024)

**Subscription Fee:** \$52,400 per year with one annual payment billed at the start of each subscription year (May 1, 2024 through April 30, 2025)

### One-Time Costs:

Implementation: \$1,500 one-time, billed on the effective date of the order form

- Includes dedicated Launch Project Manager at no additional charge
- Includes dedicated Integrations Specialist at no additional charge

Training: \$1,500 one-time, billed on the effective date of the order form

- Includes a dedicated Customer Success Manager for training
- Weekly check-ins for 8 weeks post-launch

### What You're Getting for this Price

+ Just Appraised proprietary workflow including document filtering, smart-routing of documents, parcel matching, data extraction of all relevant fields, sales validation, and integration into your CAMA system

+ Unmatched efficiency. The ability to work transfers at least twice as fast. The possibility of one person processing 225 transfers in a day, as Debbie in Seminole County did with our software

Reports / Task Completion

Saved Reports

No Reports are Saved

Transitions	Time Grouping	Date Range	Saved Reports									
2 Selected	Daily	01/06/2019 → 02/23/2020	No Reports are Saved									
			Refresh									
			Download									
Name	01/07	01/08	01/09	01/10	01/11	01/12	01/13	01/14	01/15	01/16	01/17	
Andy	0	0	0	0	0	0	0	0	0	0	0	
Billie	0	0	0	0	0	0	0	0	0	0	0	
Debbie	61	225	96	106	92	0	0	0	79	82	77	

+ Higher data integrity. Your staff becomes a second set of eyes to ensure the highest possible accuracy for all transfer data flowing into CAMA

+ Responsive service during all business hours

+ All software updates at no additional cost and without needing to download new versions

+ Digital document storage for all relevant recorded documents

+ Unparalleled reports, incredibly useful for sales ratio studies or analysis of any kind

+ Cutting-edge machine learning and AI technology, and access to top software programmers to help make your future software dreams a reality



---

## **IT Requirements**

Just Appraised has built integrations with over 30 different CAMA systems. Below are descriptions of the four pieces of infrastructure Just Appraised is looking for your office to put into place to facilitate our integrations work:

- **2 virtual machines**
  - 1 for Production, 1 for Staging/Test
  - Windows Server 2016 or newer, ~8GB storage, ~16GB RAM - per server
  - Physical PCs are fine for now as well
- **VPN and remote access to these servers**
  - We can use whatever protocol you set up
- **Active Directory accounts**
  - Our two requirements here are:
    - a) ability to install utility services (e.g. IIS, SSMS, Chrome )
    - b) ability to publish the application as a service such that when the server reboots, the application restarts. This typically requires local admin rights for our users
- **CAMA Database users + connection information**
  - Credentials for a read/write database user: 1 for Test, 1 for Production
  - CAMA DB server names and IP information so we can connect to the database tables
- **Server permissions / access**

Our applications on these servers will make the following requests

  - Outbound SFTP connections to justappraised.files.com (Files.com is our FTP provider). This requires outbound port 22 to be open on your firewall for requests coming from the VM
  - Outbound HTTPS connections to api.justappraised.com, api-sandbox.justappraised.com. This requires outbound port 443 to be open on your firewall for requests coming from the VM
  - Outbound TCP/IP connections to the CAMA DB. This typically requires port 1433 to be open on the database server
  - Inbound VPN/RDP connections

## JUST APPRAISED

### SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of May 3, 2023 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074, San Francisco CA, 94114 ("Company"), and the undersigned Customer ("Customer").

#### BACKGROUND

- A. Company provides one or more software-as-a-service applications designed to facilitate document processing (collectively, the "Platform").
- B. Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.
- C. Customer wishes to utilize the Platform and related services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

#### 1. PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefore and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Form(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is

responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

#### 2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for accomplishing such milestones will be approximately adjusted to

reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") (i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial

computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### 4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or

is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

## 5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW. If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

## 6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions

of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Sections 4, 5, 6.3 and 7-9 will survive expiration or termination of this Agreement for any reason.

## 7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT

THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Pennsylvania without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

**JUST APPRAISED INC.**

**CUSTOMER: DELAWARE COUNTY, PA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**JUST APPRAISED**  
**SAAS SERVICES ORDER FORM (DEEDS)**

This Order Form is effective as of May 3, 2023 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on May 3, 2023 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

<b>Customer:</b> Delaware County, PA	<b>Contact:</b> John Van Zelst
<b>Address:</b> 201 W Front St, Media, PA 19063	<b>Phone:</b> 610-891-5137
	<b>E-Mail:</b> vanzelstj@co.delaware.pa.us
<p><b>Pilot Fee:</b> \$0.</p> <p><b>License Fees:</b> \$52,400 per year for the Initial Term (the "<u>License Fee</u>"), to be invoiced in a single lump sum at the beginning of Initial Term and any subsequent Renewal Terms, and paid in accordance with Section 5.2 of the Agreement.</p> <p>After the Initial Term, Company may increase the License Fee in accordance with Section 5.1 of the Agreement.</p> <p><b>Implementation Fees:</b> \$1,500</p> <p><b>Integration Fees:</b> \$1,500</p> <p>Professional Services Fees to be invoiced in a single lump sum on the Order Form Effective Date and paid in accordance with Section 5.2 of the Agreement.</p> <p>Service Capacity will not exceed 14,800 documents per year</p>	<p><b>Pilot Term:</b> May 3, 2023 through March 31, 2024.</p> <p><b>Initial Term:</b> April 1, 2024 through March 31, 2025. The Initial Term will automatically renew on an annual basis for one-year terms (each a "<u>Renewal Term</u>") unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.</p>

**JUST APPRAISED INC. CUSTOMER: DELAWARE COUNTY, PA**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## EXHIBIT B

### JUST APPRAISED

#### SAAS SERVICES STATEMENT OF WORK (DEEDS)

This Statement of Work ("Statement of Work" or "SOW") is made as of May 3, 2023 (the "SOW Effective Date"), by and between Delaware County, PA ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated May 3, 2023 as amended from time to time (the "Agreement"). This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

#### 1. GENERAL TERMS AND DEFINITIONS

##### 1.1 Contact Information.

Company (Just Appraised Inc.): 2261 Market Street #4074, San Francisco, CA 94114

Customer (Delaware County, PA): 201 W Front St, Media, PA 19063

##### 1.2 Service Location Information. Company will perform the Professional Services remotely.

#### 2. SCOPE OF SERVICES

##### 2.1 Overview.

Company will work with Customer to provision Company's Transfer of Ownership and Sales Coding application for Customer's Property Tax Deeds Department. Company's Platform aggregates various data sources about real estate transactions and creates a workflow that allows staff members to process the transactions more quickly.

Within this Statement of Work, Company will work with Customer to:

- Satisfy all technical requirements needed to develop, configure and deploy the Platform (Phase 1)
- Understand Customer's needs and identify any customizations needed to Platform (Phase 2)
- Review customizations with Customer, conduct User Acceptance Testing, and complete the roll out of the application (Phase 2)

Figure 1 outlines the overall path each project takes from SOW development to launch. Completion dates and milestones in this SOW are contingent on Customer's i) timely and substantive participation in all activities described, ii) timely provision of access to all systems and databases as requested, and iii) access to qualified, authorized personnel who can provide all necessary guidance to Company's implementation team with respect to workflows and requirements. Substantial changes to scope beyond what is described in this section will require Company review and may require an amendment to this SOW along with additional fees and/or changes to implementation timeline.



## Path to Launch

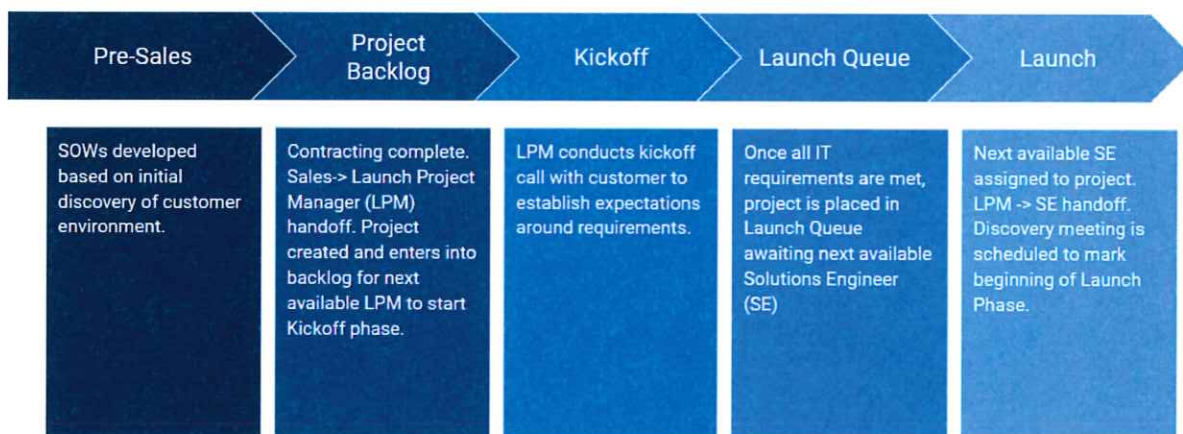


Figure 1 - Path to Launch

### 2.2 Phase 1 - Kickoff Phase.

Upon signing of the SOW, a project will be created and placed in the Implementation Team's queue. After a Launch Project Manager (LPM) is assigned to the project, the LPM will work with the Customer to establish a mutually agreeable date for a kickoff meeting. The kickoff meeting signals the beginning of the kickoff phase. Kickoff phase will be complete once all technical requirements are established and satisfied. Key milestones for the kickoff phase include:

- Holding a kickoff meeting (attendees: Deeds Manager, Deeds User, Mapping Manager, IT Representative, Clerk's Office Representative, Company launch team). Agenda:
  - Meet key stakeholders
  - Discuss objectives for Platform
  - Discuss Customer systems and how Platform will integrate with Customer systems:
    - Deeds access: the attendance of a representative from the Clerk's Office or Clerk Vendor will greatly assist a successful launch
    - IT access: system architecture, IP addresses, permissions
    - Computer-Assisted Mass Appraisal ("CAMA") system: Customer to provide the name of Customer's CAMA system and an introduction to Customer's CAMA vendor contact
      - Discuss timeline and milestones
- Deeds process discussion and access (attendees: Deeds Manager, Deeds User, Mapping Manager, Company launch team). Agenda:
  - Understand sources of deeds data for processing
  - Understand which Customer systems are involved in deeds processing
  - Understand how deeds documents are routed
  - Understand which stakeholders are involved at each step in deeds processing
  - Obtaining access to deed images from current file share on network drive
- CAMA system access
  - Establish the nightly CAMA data sync method
  - Confirm the CAMA data loader as being direct database to Tylerias on-prem
  - Obtain access to CAMA based on agreed upon methods
- IT access requirements
  - Establish VPN connectivity
  - Provision VMs

- Provision service accounts

### 2.3 Phase 2 - Launch Phase.

The launch phase begins with assignment of a Solutions Engineer (SE) to the project and scheduling a discovery meeting. The target timeline for completing the launch phase is nine (9) weeks from the completion of the initial discovery meeting. The key activities for the launch phase include:

1. Discovery - The purpose of discovery is to fully understand the Customer's current workflow and requirements in order to design a solution that satisfies those business requirements in the Platform. Some of the discovery activities include:

- Customer conducting a CAMA system walkthrough with SE to understand how deeds data is handled within Customer systems (e.g. how are names formatted).
- Business rules conversation to understand how deeds data is handled within Customer systems (e.g. how are names formatted)
- Creation and Customer approval of a solutions document to conclude discovery. The solutions document will describe:

- Customer's existing deeds process
- How Customer's deeds workflow will be automated in Platform, including detailed descriptions of data types, fields, and configurations (including specific document types to be filtered out or displayed using "Data Extract" / "No Data Extract" workflows)

■ Note: Platform automates data extraction from scanned images of deeds documents and affidavits of heirship. Extraction of data from scanned images of other document types is out of scope of this SOW, though Platform is able to route these other document types.

- Extracted data and flags will include only:

- Instrument number
- Sale Price
- All Grantee Names
- One Grantee Address
- Recorded Date
- Sale Date
- Book, Page
- Document Type
- Parcel Match
- Metes/Bounds Flag
- Multi-Parcel Flag
- Joint Tenancy Flag
- Tenants in Common Flag
- Life Estate Flag
- Partial Interest Flag

- How Platform output will be reflected in Customer's CAMA system database

■ Note: Triggering actions within Customer's CAMA system (e.g. generate mailing letters) is out of scope of this SOW

■ Note: Updating additional systems apart from Customer's primary CAMA system is out of scope of this SOW

- Configuration of the Platform, to include connections to tools to:

- Provide client-side analytics (i.e. user bounce rate, etc.)
- Monitor Platform performance (i.e. slow page loads, etc.)
- Monitor errors (i.e. identifying specific information about bugs automatically, etc.)
- Manage logs (i.e. compliance with log requirements, etc.)
- Note: Tools may include externally hosted industry-standard services

2. Integration Development & Configuration (ID&C) - during this step of the launch phase, all the integrations will be developed as well as the configuration of Platform in accordance with the Customer approved solutions document. Other activities in this step are:

- External Design Review meeting:

- Present customizations to Platform per approved solutions document
- Gather feedback from Customer stakeholders
- Company to iterate on customizations to Platform as needed
- Deed uploads into the Sandbox/Testing environment
- 3. User Training - training sessions with a generic instance of Platform to introduce day-to-day functional users to the Platform. This step of the launch phase may take place concurrently with the ID&C step above.
- 4. Technical Internal Testing - the purpose of technical internal testing is for the SE to ensure that the Platform is functioning properly from a technical perspective and is in a state of readiness for User Acceptance Testing (UAT).
  - Activate Platform integration to Customer CAMA system
  - Test Platform workflows with data from Customer CAMA system
- 5. User Acceptance Testing (UAT) - the purpose of UAT is for the day-to-day functional users to ensure the Platform meets their business needs as determined during discovery and documented in the solutions document.
  - Customer works through test cases provided by SE, documenting results
  - Customer to indicate final acceptance of Platform as implemented for Customer's workflow
- 6. Go-Live - Launch of Platform for use with live data to conclude the launch phase. Subsequent to Go-Live, Company will conduct:
  - Review of CAMA database updates to confirm Platform is working per solutions document
  - Daily check-in meetings with Customer users of the Platform for 1-2 weeks after launch
  - Introduction to Support, and handoff to Customer Success Manager (CSM) if applicable

### 3. TECHNICAL REQUIREMENTS

This SOW includes an integration into Customer's CAMA system. In general, Company requires access to a pre-production or "test" CAMA environment for testing prior to deploying Platform in a CAMA production environment, in addition to access to the production CAMA environment.

The following are required to successfully execute the integration:

- Provisioning of two (2) virtual servers for Company to install integration services,
- On-premise access to Customer's network to the provisioned virtual servers and,
- Read/write access to Customer's Tyler iasWorld CAMA database (production and test)
- Trace permissions on the CAMA database for conducting a detailed step-by-step examination of how changes in the CAMA UI correlate to changes in the CAMA database
- Access to either the current network drive with deed images to build a transfer service from the VM or direct SFTP access to deed images from the clerk.

Note: Platform requires connections to tools to: provide client-side analytics (e.g. user bounce rate, etc.), monitor Platform performance (e.g. page load time, etc.), monitor errors (e.g. automatically identify specific information about bugs, etc.), and manage logs. These tools may include externally-hosted industry-standard services.

### 4. FEES AND PAYMENT

As consideration for the Professional Services provided by Company under this SOW, Customer shall pay Company the Professional Services Fees specified in the Order Form. Such fees shall be invoiced and paid in accordance with Section 5 of the Agreement. This price reflects an early-adopter price for Customer in exchange for being a reference to any new potential clients.

### 5. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue through March 31, 2024.

*[ Signatures Appear on Following Page. ]*

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this SOW, including the scope and timeframe of the work identified herein.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

**JUST APPRAISED INC. CUSTOMER: DELAWARE COUNTY, PA**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Ed Magargee, Soil Conservation

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to accept Proposal from IMR Digital in an amount not to exceed \$58,847.00 for a Records Scanning Project to Reduce Storage Problem and Increase Efficiency.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** To be determined if approved

**ESTIMATED/ACTUAL COST OF REQUEST:** \$58,847.00

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** State provided funding for keeping full and accurate records. We are implementing a Sustainability Project to reduce paper submissions of Permit Applications and Review requests as part of our efforts to administer State Delegated Permit Programs. This effort will eliminate a current records storage problem, reduce a potential fire hazard, and eliminate the significant weight being stored in a concentrated area of the Historic Structure in which are office is located. This consultant was selected under the direction of John Becht - Director of I.T., and reviewed by Lisa Jackson - Director of Central Purchasing.

**ATTACHMENTS:**

22023-Delaware County Conservation District Documents and Large format with Shredding Option  
(002).pdf

## Scan Conservation District Documents Delaware County, PA

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**Date:** February 21, 2023

**Customer:** Conservation District Director, Ed Magargee

**Project:** Scan project files, standard and large format

**Deadline:** TBD

**Description:** Delaware County Conservation District has approximately 360,000 images & 15,000 large format drawings to be scanned as 300 dpi, bi-tonal, multi-page, .PDF files, indexed by Project Number, Township & Box. Existing Data Source used for additional cross reference indexing.  
Once scanned, documents and data will be uploaded into the Docuware Content Management System or provided on desired media. Quotation includes optional shredding services.

### Customer Responsibilities:

- The Conservation District [Customer] will identify, all materials to be converted.
  - Customer will create a manifest of all materials being sent for conversion.
- Customer will provide a contact to act as liaison to answer questions that arise.
- Customer will review and sign off on all images & metadata within 60 days of receipt.

### IMR Digital Responsibilities:

- **IMR Digital** personnel will transport all materials to be converted.
- **IMR Digital** will pick up and transport all materials to the West Hazleton, PA conversion facility using company vehicles and couriers.
- **IMR Digital** will log all materials in to production tracking software upon arrival.
  - **IMR Digital** will notify customer of any discrepancies immediately.
- **IMR Digital** will prepare all materials for scanning by removing staples, fasteners, and clips, mending bent corners, performing minor repair, and inserting any appropriate separator sheets. Wide-format materials will be unfolded or unrolled for scanning.
- **IMR Digital** will scan all materials as 300 dpi, bi-tonal, multi-page, .PDF files.
  - It is understood that some documents will need to be separated (outsorted) from the main folder after scanning. IMR Digital will work with Customer to determine the specific document types and how to identify them.
  - Once scanned all documents will be returned to the original folders but fasteners and clips, etc. will not be replaced unless shredding services are selected. If selected files will be stored until customer acceptance has been confirmed prior to destruction.
- **IMR Digital** will index documents by Project Number, Township & box number unless instructed otherwise.
- **IMR Digital** will return all original materials upon project completion or propose physical storage and/or destruction depending on customer goals.



**Shipping:**

Deliverables will be sent to:  
**Delaware County**  
 Conservation District

**Pricing:**

**This is not a Fixed-Price bid.** The quantities and totals shown below are the results of preliminary reviews and conversion of provided sample box for estimating purposes only.

The project will be invoiced on a Per-Unit basis; the Price-per-Unit will be fixed so long as there is not a substantial difference between the samples reviewed and the materials processed. The total Price invoiced will be the sum of the quantity of Units multiplied by the Price-per-Unit.

Deliverable Description	Estimated Unit Price	Estimated Quantity	Estimated Extended Price
Pick up or Delivery	\$200.00 per trip	2	\$400.00
On-site boxing and labeling of records for transport.	45.00 per hour	NA	NA
Document Preparation, office files; remove staples, fasteners and clips, mend bent corners, perform minor repair, and insert separator sheets as required.	0.03 per image	360,000 images	\$10,800.00
Document Scanning, Image Processing, OCR and QC	0.056 per image	360,000 images	\$20,160.00
Document Preparation, Wide-Format Documents; unroll/unfold, mend bent corners, perform minor repair.	0.075 per image	15,840 images	\$1,188.00
Scan Wide-Format documents as 300 dpi, bi-tonal, multi-page, .PDF files, indexed by Block, Lot, and Address.	1.48 per image	15,840 images	\$23,443.00
Document Indexing	0.56 per file	3,600	\$2,016.00
Shipping & Handling; return all images and metadata on USB HDD via UPS, FedEx, or similar third-party carrier.	10.00 + actual cost	NA	NA
Shredding Services (shredding of all scanned documents once customer acceptance is received)	\$3.50/1.2 Cu Ft. box, \$6.00/2.4 Cu Ft. box	240	\$840.00
<b>Estimated Total:</b>			<b>\$58,847.00</b>

- *The choice is always yours. IMR Digital can set a Monthly Dollar Amount based on your Budget. You simply choose how much you want to Budget for on a Monthly Basis and we will do that work and bill you accordingly.*
- All estimated Units and Prices are based on information provided to **IMR Digital** by Delaware County Conservation District.
- The Total Price invoiced will be the sum of the quantity of Units processed, multiplied by the corresponding Price-per-Unit.
- Should the materials prove substantially different from the sample reviewed, resulting in a change of project scope, **IMR Digital** will inform Delaware County Conservation District of this discrepancy and seek guidance regarding how to proceed with the project.
- Should the Unit quantities significantly exceed that that estimated during preliminary review and information gathering, resulting in a change of project scope, **IMR Digital** will inform Delaware County Conservation District of this discrepancy and seek guidance regarding how to proceed with the project.

- Should the project lend itself to completion and subsequent delivery of batches of deliverable materials, billings will be made on a per-delivered-batch basis, typically monthly.
- Neither party shall be liable for failure of or delay in performance of the tasks outlined herein if such failure or delay is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, or any other force majeure event.
- **IMR Digital** *will honor this quote for 90 days from the date of this document.*

**Acceptance:**

I approve this quote and the activities and deliverables described herein.

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By (Signed)

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Signatory Name

---

Signatory Title

---

Date of Signature

- Execution indicates acceptance of the terms, assumptions, and conditions herein.

**Greg Bryan**

CTO

[gbryan@kdi-inc.com](mailto:gbryan@kdi-inc.com)

Phone: (800) 537-4613 x 231



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Philip Welsh, OHCD

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Delaware County's 2023 Annual Action Plan Final List of Awards. Attached Final List of Awards includes projects funded with the Federal Community Development Block Grant, HOME Investment Partnerships Grant, Emergency Solutions Grant and County funded Affordable Housing Fund.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** CDBG - 8023 7190 630026; HOME - 8323 7200 630000; ESG - 7923 7150 630388; AHF - 01 240720

**ESTIMATED/ACTUAL COST OF REQUEST:** 8,258,117

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** The proposed list of awards was published March 23, 2023 with a public comment period ending April 24, 2023.

**ATTACHMENTS:**  
[2023 Action Plan - Final List of Awards.pdf](#)

**2023 PROPOSED HOUSING AND COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN**

**FINAL LIST OF AWARDS**

<b>SUBRECIPIENT</b>	<b>ACTIVITY/DESCRIPTION</b>	<b>LOCATION</b>	<b>FUNDING</b>
<b><u>CDBG Funds</u></b>			
<b>Public Facilities and Improvements</b>			
Chester Township	Park Improvements	Jack's Park, Elbright Avenue	\$125,000
Colwyn Borough	Sanitary Sewer Rehabilitation	Walnut Street, from 3 <sup>rd</sup> Street to Peach Street	\$75,000
Colwyn Borough	Park Improvements	Water Street Park, Water Street and Chestnut Street	\$120,000
Darby Brough	Sanitary Sewer Rehabilitation	12 <sup>th</sup> Street, Main Street to Darby Creek	\$128,355
Darby Borough	Storm Sewer Rehabilitation	Intersection of New Walnut Street and Mill Street	\$143,150
Darby Free Library	Restoration of Library	1001 Main Street, Darby	\$74,000
Darby Township	Park Improvements	Lincoln Park, Orange Avenue and Laurel Avenue	\$185,000
Eddystone Borough	Community Center Improvements	1401 E. 9 <sup>th</sup> Street	\$129,060
Lansdowne Borough	Sanitary Sewer Rehabilitation	East Essex Avenue, from Wabash Avenue to North Maple Avenue and North Maple Avenue from East Essex Avenue to Midway Avenue	\$200,000
Lower Chichester Township	Pump Station Upgrades	Yates Avenue and Fronfield Avenue	\$195,500
Marcus Hook Borough	Streetscape Improvements	Cedar Street, from Pine Street to Chestnut Street	\$200,000
Millbourne Borough	Park Improvements	Wister Drive	\$67,100

Nether Providence Township	Street Resurfacing	New Jersey and Pennsylvania Avenues; Trenton, Lansing, Hartford, Dover, Columbus and Concord Courts	\$150,000
Norwood Borough	Historic Preservation	Morton Morton House, East Winona Avenue	\$124,000
Prospect Park Borough	Historic Preservation	Morton Homestead, 100 Lincoln Avenue	\$108,000
Ridley Park Borough	Sanitary Sewer Rehabilitation	Rosemont Avenue, from Chester Pike to Hinkley Avenue	\$200,000
Ridley Township	Park Creation	1201 Haverford Road	\$81,000
Sharon Hill Borough	Sanitary Sewer Rehabilitation	Chester Pike, from Ridley Avenue to Barry Avenue	\$200,000
Trainer Borough	Streetscape Improvements	Anderson Street, from 10 <sup>th</sup> Street to 12 <sup>th</sup> Street	\$59,609
Trainer Borough	Storm Sewer Rehabilitation	2 <sup>nd</sup> Street, Wilcox Street, 13 <sup>th</sup> Street, Forrest Street and Ridge Road	\$58,599
Upland Borough	Pedestrian Improvements	Main Street, 4 <sup>th</sup> Street to 6 <sup>th</sup> Street	\$162,000
Upper Chichester Township	Street Improvements	McCay Avenue, from 5 <sup>th</sup> Avenue to Chichester Avenue	\$121,250

**Homeless and Public Services**

Cobbs Creek Housing Services, Inc.	Emergency shelter operations at the Life Center of Eastern Delaware County	6310 Market Street, Upper Darby	\$291,000
Domestic Abuse Project of Delaware County	Shelter operations for battered spouses and their children	Confidential	\$68,000

Making a Change Group	Connected Visions Program	Countywide	\$75,000
Student Run Emergency Housing Unit Program	Emergency shelter operations at Breaking Bread	107 Long Lane, Upper Darby	\$54,000
Wesley House Community Corp.	Emergency shelter operations at the Wesley House Homeless Shelter	701 Madison Street, Chester	\$39,000

**Planning/Fair Housing/Program Administration**

Delaware County Planning Department	Planning activities; including comprehensive, community development, functional and historic preservation planning	1055 E. Baltimore Pike, Media	\$173,000
Housing Equality Center of Pennsylvania	Fair housing education services	455 Maryland Drive, Fort Washington	\$40,000
Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$512,000

**Contingencies**

To Be Determined	Contingency funding for project cost overruns	To Be Determined	\$286,603
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**Total CDBG \$4,445,226**

**HOME Funds**

**Housing Development**

To Be Determined	Development of affordable housing	To Be Determined	\$1,168,202
To Be Determined	CHDO Reserve. Production of affordable rental and/or owner housing	To Be Determined	\$183,000

**Homeownership**

Media Fellowship House, Chester Community Improvement Project, and Affordable Housing Centers of Pennsylvania	Down payment, closing cost and counseling assistance to qualifying first time homebuyers	Countywide	\$330,000
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**Administration**

Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$120,000
		<b>Total HOME</b>	<b>\$1,801,202</b>

**ESG Funds**

Cobbs Creek Housing Services, Inc.	Emergency Shelter Operations at the Life Center of Eastern Delaware County	6310 Market Street, Upper Darby	\$178,205
To be Determined	Homeless Prevention and Rapid Re-Housing	Countywide	\$115,413
Office of Housing and Community Development	Program administration	600 N. Jackson Street, Media	\$23,800
		<b>Total ESG</b>	<b>\$317,418</b>
		<b>Total Federal Funds</b>	<b>\$6,563,846</b>

**AHF Funds****Public Services**

Delaware County Human Services (FY 2021)	Homeless Continuum of Care Program match	Countywide	\$431,000
Legal Aid of Southeastern PA	Landlord tenant dispute operations	Countywide	\$100,000

**Homeownership First  
Program**

Affordable Housing Centers of Pennsylvania	Program Counseling	Countywide	\$40,000
Chester Community Improvement Project	Program counseling	Countywide	\$40,000
Media Fellowship House	Program counseling	Countywide	\$60,000
Upper Darby Township	Township Homeownership First Program	Upper Darby	\$41,037

**Housing Development**

Community Action Agency of Delaware County	Affordable housing administration	Countywide	\$180,000
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**Housing Rehabilitation**

Haverford Township	Owner-occupied Housing Rehabilitation	Haverford Township	\$24,517
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**Program Administration**

Delaware County OHCD	Program Administration	600 N. Jackson Street, Media	\$100,000
To Be Determined	Professional Legal Services for Housing Development Projects	To Be Determined	\$50,000

<b>Total AHF</b>	<b>\$1,066,554</b>
<b>Total 2023 Funds</b>	<b>\$8,258,117</b>





# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Patti Pinizzotto, Facilities Management

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Contract with DSC Solutions in an amount not to exceed \$271,413.00 for Custodial Services for Various Delaware County Departments for a period of three (3) years with the option to extend for two (2) additional one (1) year periods. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 630538 (see Specify Type of Funding)

**ESTIMATED/ACTUAL COST OF REQUEST:** \$499,077.00 / 3 yrs.

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[COUNTYWIDE CUSTODIAL SERVICES - DSC Solutions - CONTRACT FOR SERVICES - FEB.2023.pdf](#)

# COUNTY OF DELAWARE

## COUNTYWIDE CUSTODIAL SERVICES

(eFMD-010423)



<b>Vendor/Company:</b>	<b>DSC Solutions</b>
<b>Physical Address:</b>	<b>349 West Main St.</b>
	<b>Leola, PA 17540</b>
<b>Contact:</b>	<b>Alan Chachapoya, Regional Director</b>
<b>Telephone Number:</b>	<b>(717) 800-1240</b>
<b>Email Address:</b>	<a href="mailto:alan_c@dscsolutionsfm.com">alan_c@dscsolutionsfm.com</a>
<b>Total Contract Amount:</b>	<b>Not to Exceed \$271,413.00 (\$90,471.00/Year)</b>
<b>Contract Start Date:</b>	<b>May 15, 2023</b>
<b>Contract End Date:</b>	<b>May 15, 2026</b>

# AGREEMENT FOR SERVICES

## COUNTYWIDE CUSTODIAL SERVICES (eFMD-010423)

**This Agreement for Services ("Agreement") made and entered into effect, the 15<sup>th</sup> day of May 2023, by and between the County of Delaware, 201 West Front Street, Media, PA 19063, hereafter referred to as "County", and DSC Solutions, 349 West Main St., Leola, PA 17540 hereafter referred to as "Contractor".**

### I. Background

County wishes to obtain goods and/or services as described in Exhibit "A" to this Agreement (the "Goods and Services"), the Contractor desires to provide the Services to the County, and the County has agreed to retain the Contractor to provide the Goods and Services to the County.

### II. Duties/Tasks

- A. Contractor shall perform the Services in accordance with the terms and conditions set forth in this Agreement, in the attached "TERMS AND CONDITIONS" (including any addendum thereto) and in Exhibit "A" (hereinafter referred to as the submitted proposal) which is attached hereto and made a part hereof.
- B. It is expressly acknowledged by the parties that the County and Contractor are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.
- C. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: 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.
- D. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles and subject to inspection upon reasonable request of the County. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.

### III. Term and Termination

- A. The term of this Agreement shall be as set forth in the attached TERMS AND CONDITIONS and in Exhibit "A" to this Agreement.
- B. This Agreement may be terminated before the end of the term as follows:
  - (1) The County may terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.
  - (2) County may terminate this Agreement immediately by giving written notice of termination to the Contractor and without prejudice to any other rights or remedies the County may have if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after

Contractor's receipt of County's notice of the breach, which notice shall specify in reasonable detail the nature of the breach. Contractor may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Contractor may have, if County breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after County's receipt of Contractor's notice of the breach, which notice shall specify in reasonable detail the nature of the breach.

- (3) This Agreement and all rights of Contractor hereunder shall terminate upon the completion of the duties as defined in Exhibit "A". If this Agreement is terminated for any reason, the County shall not be liable for any damages, claims, losses, or any other amounts arising from or related to such termination. Contractor's fees shall only be payable as accrued through the date of termination.

IV. Payment/Compensation - Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. Contractor agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

- A. Contractor shall receive the compensation set forth in Exhibit "A" as payment for all the Goods and Services provided by Contractor pursuant to this Agreement.
- B. The total payments due under this Agreement for all Goods and Services provided by Contractor pursuant to this Agreement shall not exceed **\$271,413.00 (\$90,471.00/Year)** set forth in Exhibit "A".
- C. After execution of this Agreement by Contractor and the County, each month after receipt of the Contractor's Invoice, with respect to Goods and Services performed in the prior month, the County will pay the Contractor the amounts due under this Agreement as set forth in Exhibit "A". Contractor shall submit monthly invoices within thirty (30) days from the last day of the month within which the work is performed and/or goods delivered. The final invoice shall be submitted within forty-five (45) days of this Agreement's termination date. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Contractor shall be paid only for Goods and Services acceptable to County. County will pay Contractor undisputed amounts due under this Agreement within forty-five (45) days of receipt of each invoice.

V. Miscellaneous.

- A. Any provision of this Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement.
- B. All government and business information disclosed by County to Contractor in connection with this Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement to be effective at the beginning of the Term as provided.

OWNER:

CONTRACTOR:

**COUNTY OF DELAWARE, PENNSYLVANIA**

**DSC SOLUTIONS**

\_\_\_\_\_  
Delaware County Council – Chair

\_\_\_\_\_  
Name & Title of Person Authorized to Sign Contract

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Secretary or Assistant Secretary

## TERMS AND CONDITIONS

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1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm/company seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from the County's Solicitor indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Pennsylvania Code § 62-5-512.f and Delaware County Code § 6-28 may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If a Bidder is not selected within sixty (60) days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. The County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the Contractor, not the County, is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the County.
8. In case of default by the Contractor, the County may procure the articles or services from another source and hold the Contractor responsible for any resultant excess cost.
9. All bids submitted to County of Delaware are subject to the Commonwealth of Pennsylvania's Right to Know Law (RTKL), 65 P. S. §§ 67.101-67.3104, and the County's interpretation thereof.
10. The quantity of goods and/or services indicated on the foregoing Contract pages is approximate and for estimating purposes only.
11. The Contract period for **Countywide Custodial Services** is three (3) years, with an option to extend for up to two (2) additional one (1) year periods and will begin **May 15, 2023, and end May 15, 2026.**
12. The Contract shall be awarded on the total of all items; therefore, bidder must bid on each part of said items for this bid to be considered.

13. However, if the Contract is awarded on a fixed but not a firm price, the County then will honor price increases or decreases during the Contract period, but only when said increases or decreases originate with the manufacturers' or contractors' source of supply, and then only when properly documented to the County with supporting data as evidence thereof.
14. If indicated below, the Contractor must furnish a Surety Bond, Bond, satisfactory to the County in the amount of One Hundred Percent (100%) of the contract price, conditioned on the faithful performance of the entire contract. If the Contractor shall fail to execute a Contract and Bond as set forth in the Specifications and General Conditions, deposit shall be forfeited as liquidated damages. **Applicable: [YES].**
15. The Contractor, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division is exempt from paying.
16. The Contractor, shall not include any allowance for the Pennsylvania State Sales Tax, if any, which the County is also exempt from paying.

**ADDENDUM:**

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**Attach Addendum Here If Any**



**EXHIBIT A  
SERVICES**

**COUNTYWIDE CUSTODIAL SERVICES (eFMD-010423)**

**SPECIFICATIONS AND GENERAL CONDITIONS**

**2.0 COUNTYWIDE CUSTODIAL SERVICES**

The scope of services set forth in this Contract represents an outline of the services which the County requires the Contractor to perform.

**2.1 PROJECT OVERVIEW & BACKGROUND**

The intent of this specification is to secure a contractor to clean multiple County Buildings for a term of three (3) years.

**2.1.1 CONTRACT PERIOD**

The services under this contract shall be for a period of three (3) years, with an option to renew for two (2) additional one (1) year periods and will begin **May 15, 2023, and end May 15, 2026.**

**2.1.2 LOCATION OF PROPERTIES**

<b>Location Name</b>	<b>Address</b>	<b>Approx. Square Footage</b>
1a. -District Justice Offices	100 West Front Street, Media PA	4,200 sq. ft.
1b. -Upper Darby District Courts	1550 Garrett Road, Upper Darby PA	5,906 sq. ft.
1c. -Chester District Court	529-531 Penn St., Chester PA	18,000 sq. ft.
2a. -Emergency Communication Center	Route 352, Lima PA	16,000 sq. ft.
2b. -Voting Machine Building	24 <sup>th</sup> & Potter Streets, Chester PA	29,580 sq. ft.
2c. -State Health Department Bldg.	5 <sup>th</sup> & Penn Streets, Chester PA	25,000 sq. ft.
3a. -Lewis House/Environmental Center/Leedom House	1671 N Providence Rd, Media, PA 19063	2,487 sq. ft.
3b. -Whole House / Hunt Club Bldg. (Rose Tree Park)	1671 N Providence Rd, Media, PA 19063	3,818 sq. ft.
3c. -Bottom Floor (Rose Tree Park)	1671 N Providence Rd, Media, PA 19063	4,960 sq. ft.
4. -Medical Examiner's Office	340 N. Middletown Rd., Bldg. 19, Media PA	30,390 sq. ft.
5. -Library Service's Office	340 N. Middletown Rd., Bldg. 19, Media PA	6,000 sq. ft.
6. -Public Defenders Office	220 N. Jackson St., Media PA	9,096 sq. ft.
7. -Intercommunity Health	220 W. Front St., Media PA	7,893 sq. ft.
8. -Planning Department	1055 Baltimore Pike, Media PA	6,780 sq. ft.
9. -EMS Offices	340 N. Middletown Rd. (Ogden House), Media PA	2,500 sq. ft.

10. -Human Services	20 S. 69 <sup>th</sup> Street, Upper Darby, PA	10,300 sq. ft.
11. -PA State Crime Lab	Middletown Rd, Lima PA	8,500 sq. ft.
12. -Juvenile Probation	1600 Calcon Hook Rd., Sharon Hill, PA 19079	1,200 sq. ft.
13. -Health Department	125 Chester Ave., Yeadon PA 19050	6,659 sq. ft.

The above acreage is approximate based on the perimeter dimensions of the properties. The Contractor are recommended to inspect all properties to become familiar with local conditions under which the Work is to be performed and has correlated the Contractor's personal observations with the requirements of the proposed Contract Documents.

**\*\*\*Additional locations may be included during this contract.**

## **2.4 BID COST**

The Contractor, for the price bid, shall furnish at his/her expense, and without liability to the County all labor, necessary and proper to provide the adequate, uninterrupted services during the term of the Contract and in accordance with the Specifications.

### **2.1.4.1 DISTRICT JUSTICE LOCATIONS**

#### **AREA #1a – ADMINISTRATIVE OFFICE for DISTRICT JUSTICES (4200 Sq. ft.):**

12 employees

5 bathrooms

Cleaned: Twice a week – Wednesday evening – anytime on weekend

Each cleaning must consist of:

1. Empty trash and replace liners
2. Dust windowsills, counters, dust and polish furniture
3. Dust baseboards and vacuum floors and under radiators
4. Wash counters and trashcan and scour sink in kitchen area
5. Wash bathroom floors and vanities, scour sinks and toilets
6. Replace toilet paper and paper towels

#### **AREA #1b – UPPER DARBY DISTRICT COURTS (5906 sq. ft.):**

31 employees

4 bathrooms

Cleaned Monday through Thursday evening – anytime on weekend

Each cleaning must consist of:

1. Empty trash cans and replace liners

2. Wash counters, dust windowsills and dust and polish furniture
3. Dust baseboards and vacuum floors
4. Clean and disinfect kitchen/storage area
5. Wash restroom floors and scour sinks and toilets
6. Replace paper towels and toilet paper

**AREA #1c - CHESTER DISTRICT COURT (18000 sq. ft.):**

Cleaned: 5 Times a week – Monday – Friday evenings

Each cleaning must consist of:

1. Empty trash and replace liners
2. Dust windowsills, counters, dust, and polish furniture
3. Dust baseboards and vacuum floors and under radiators
4. Wash and disinfect counters and trashcan and scour sink in kitchen area
5. Wash and disinfect restroom floors and scour sinks and toilets
6. Replace toilet paper and paper towels
7. Clean glass on entry doors

**2.1.4.2**

**AREA #2a – EMERGENCY COMMUNICATION CENTER (16000 sq. ft.):**

Cleaned seven (7) times a week (daytime)

Must start between 8:00am & 10:00am

Monday – Friday – Complete Building

Saturday & Sunday – Common Areas, Rest Rooms

& Radio Room Only

**AREA #2b – VOTING MACHINE BUILDING (29580 sq. ft.):**

Cleaned twice (2) a week (day time)

Must start between 8:00am & 10:00am

**AREA #2c - HEALTH DEPARTMENT, JUVENILE OFFICE & ADULT PROBATION (25000 sq. ft.):**

Cleaned five (5) times a week (evening)

**Areas 2a, 2b, & 2c - Each cleaning must consist of:**

Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
  - i. Replace urinal screens as needed. (To be supplied by County)

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

**\*\*\*PAPER TOWELS, TOILET TISSUE AND SOAP FOR DISPENSERS AS WELL AS URINAL SCREENS WILL BE SUPPLIED BY THE COUNTY FOR THE CLEANING OF COUNTY BUILDINGS.**

**2.1.4.3**

**AREA #3a – LEWIS HOUSE, ENVIRONMENTAL CENTER, LEEDOM HOUSE (2487 sq. ft.):**

Cleaned twice (2) a week (evening)

Must be performed after 5:00 p.m. or on weekends

**AREA #3b – WHOLE HOUSE (ROSE TREE PARK) AND HUNT CLUB BUILDING (3818 sq. ft.):**

Cleaned twice (2) a week (evening)

Must be performed after 5:00 p.m. or on weekends

**AREA #3c - BOTTOM FLOOR (ROSE TREE PARK) (4960 sq. ft.):**

Cleaned twice (2) a week (evening)

Must be performed after 5:00 p.m. or on weekends

**Areas 3a, 3b, &3c - Each cleaning must consist of:**

Bi-weekly Cleaning

1. Empty all trashcans and replace liners when needed.
2. Empty all ashtrays and wipe them clean.
3. Vacuum all carpeted areas.
4. Windex all glass doors.
5. Polish all wood furniture.
6. Dust all baseboards, walls, ceilings etc, as needed.
7. Bathrooms must be thoroughly cleaned and disinfected.
8. Sweep and wet mop all tiled areas.
9. All tables, chairs, countertops, etc, must be cleaned.
10. Front walkways must be swept.
11. Supplying paper products: toilet tissue, paper cups, trashcan liners and C-fold paper towels.

#### **2.1.4.4**

#### **AREA #4 – MEDICAL EXAMINER’S OFFICE AREA ONLY (30390 sq. ft.):**

##### Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area.
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
  - i. Replace urinal screens as needed. (To be supplied by County)

##### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

##### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.

2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

#### Semi-Annually

1. All light fixtures to be removed and washed.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed once weekly and must be done between 8:30am and 4:00pm Monday - Friday.

#### 2.1.4.5

#### AREA #5 – LIBRARY SERVICE'S OFFICE (6000 sq. ft.):

#### Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area.
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.

- b. Clean and polish all mirrors and bright work.
- c. Scour and sanitize all sinks, bowls and urinals.
- d. Thoroughly sweep and wet mop all tile floors.
- e. Wash both sides of toilet seat with soap and water.
- f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
- g. Polish flushmaster, piping, toilet hinges and other metal work.
- h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
- i. Replace urinal screens as needed. (To be supplied by County)

Weekly Cleaning

- 1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

Monthly Cleaning

- 1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
- 2. Floors to be maintained by complete cleaning and polishing.
- 3. Desktops to be cleaned, washed and polished.
- 4. Venetian blinds to be dusted.
- 5. All windows to be washed, inside and outside.

Quarterly Cleaning

- 1. Walls to be dusted, removing and cleaning pictures, charts, etc.
- 2. Louvers, grills etc. to be cleaned.
- 3. All surfaces not normally reached in nightly cleaning to be dusted.
- 4. Floors to have complete maintenance.

Semi-Annually

- 1. All light fixtures to be removed and washed.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS.**

This cleaning to be performed five times weekly and must be done between 8:30am and 4:00pm Monday - Friday

**2.1.4.6**

**AREA #6 – PUBLIC DEFENDERS OFFICE (9096 sq. ft.):**

Daily Cleaning

- 1. Empty all waste receptacles and remove trash to designated area.



2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
  - i. Replace urinal screens as needed. (To be supplied by County)

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desktops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.

2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed 5 times weekly; Monday – Friday between 8:30 and 4:30

**2.1.4.7**

**AREA #7 – INTERCOMMUNITY HEALTH (7893 sq. ft.):**

Each cleaning must consist of:

1. Empty all trashcans and replace liners when needed.
2. Vacuum all carpeted areas.
3. Windex all glass doors.
4. Polish all wood furniture.
5. Dust all baseboards, walls, ceilings etc., as needed.
6. Sweep and wet mop all tiled areas.
7. All tables, chairs, countertops, etc., must be cleaned.

This cleaning is to be done twice weekly Tuesday and Thursday Between 8:30 and 4:30

**2.1.4.8**

**AREA #8 – PLANNING DEPARTMENT (6780 sq. ft.):**

Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers.
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.

8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed.
  - i. Replace urinal screens as needed.

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décor.
8. High dust ceiling fans.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.

2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

#### Semi-Annually

1. All light fixtures to be removed and washed.
2. Strip, Seal and wax all VCT tile flooring.
3. Clean carpets throughout.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed 3 times weekly; Tuesday, Wednesday and Friday between 8:30 and 4:30

#### **2.1.4.9**

#### **AREA #9 – EMS OFFICES (2500 sq. ft.):**

#### Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers.
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.
8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.

- c. Scour and sanitize all sinks, bowls and urinals.
- d. Thoroughly sweep and wet mop all tile floors.
- e. Wash both sides of toilet seat with soap and water.
- f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
- g. Polish flushmaster, piping, toilet hinges and other metal work.
- h. Replenish all paper towels, toilet tissue and soap dispensers as needed.
- i. Replace urinal screens as needed.

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décor.
8. High dust ceiling fans.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

#### Semi-Annually

1. All light fixtures to be removed and washed.

2. Strip, Seal and wax all VCT tile flooring.
3. Clean carpets throughout.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed 2 times weekly; Tuesday and Thursday. between 8:30 and 4:30

#### **2.1.4.10**

#### **AREA #10 – HUMAN SERVICES (10300 sq. ft.):**

##### Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers. (To be supplied by County)
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.
8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)

- i. Replace urinal screens as needed. (To be supplied by County)

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desktops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décors.
8. High dust ceiling fans.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

#### Semi-Annually

1. All light fixtures to be removed and washed.
2. Strip, Seal and wax all VCT tile flooring. **(INCLUDE IN YOUR BID PRICE, THIS IS NOT AN ADDITIONAL CHARGE)**
3. Clean carpets throughout. **(INCLUDE IN YOUR BID PRICE, THIS IS NOT AN ADDITIONAL CHARGE)**

***\*\*\*PAPER TOWELS, TOILET TISSUE AND SOAP FOR DISPENSERS AS WELL AS URINAL SCREENS WILL BE SUPPLIED BY THE COUNTY FOR THE CLEANING OF COUNTY BUILDINGS.***

#### **2.1.4.11**

#### **AREA #11 – PA STATE CRIME LAB (8500 sq. ft.):**

#### **DAILY WORK:**

1. Remove all trash and replace liners (supplied by customer).

2. Thoroughly cleaning and disinfect all restrooms (2) top to bottom including: Replacing, toilet paper, hand towels, soap, sweeping and mopping all floors, disinfecting all toilets, urinals, and sinks, washing all mirrors, wiping partitions, spot cleaning all walls, etc. (paper goods supplied by customer)
3. Thoroughly clean and disinfect all kitchen area: including all horizontal surfaces, sweeping and mopping all floors, inside and outside of microwaves, etc.
4. Thoroughly sweep and mop all hard-surfaced floors.
5. Thoroughly vacuum all carpeted areas.
6. Thoroughly wash all entrance glass doors.
7. Thoroughly wipe and disinfect all open horizontal surfaces – i.e. desks, tops of cubicles, tops of partitions, etc.
8. Thoroughly clean and disinfect all phones (on a monthly basis).
9. Dust all reachable ceiling vents, reachable horizontal surfaces, etc. (on a monthly basis).
10. Thoroughly sweep garage area (on a monthly basis)
11. Spot Clean all intra office glass throughout (weekly)

#### **2.1.4.12**

#### **AREA #12 – JUVENILE PROBATION (SHARON HILL) (1200 sq. ft.):**

Each cleaning must consist of:

#### **Common Areas Hallways and Offices**

1. Clean, disinfect, and dust all open desk surfaces
2. Remove garbage and replace liner as needed
3. Vacuum carpeted areas
4. Disinfect all High touch point areas. i.e. doorknobs and handles, dispensers, etc.

#### **Weekly**

1. Clean and remove fingerprints on doors and glass.
2. Dust electronics & monitors.
3. Perform dusting on horizontal surfaces.

#### **Monthly**

1. Perform high dusting on vertical surfaces.

#### **Break Room**

1. Re-stock paper products and hand soap as necessary.
1. Remove garbage and replace liner as needed.
2. Take recyclables to designated location.
3. Wipe and disinfect all horizontal surfaces.
4. Vacuum all carpeted areas.
5. Clean and disinfect counter space and sink.
6. Thoroughly clean and disinfect microwave (inside and outside).

#### **Weekly**

1. Perform dusting on horizontal surfaces.

#### **Monthly**

1. Perform high dusting on vertical surfaces.

#### **Restrooms**

##### **Daily**

1. Thoroughly sweep and mop all floors with Neutral floor cleaner with disinfect



2. Thoroughly wash and disinfect all Mirrors, sinks, dispenser, toilets, door handles, partitions, stall walls, etc.
3. Thoroughly clean and Scrub all toilets and Urinals and disinfect
4. Remove all trash and replace liners
5. Replace and Replenish all paper products

### **Monthly**

1. Dust tops of stalls, dispensers, and vents.
2. Floor Care

### **2.1.4.13**

#### **AREA #13 – HEALTH DEPARTMENT (Yeadon) (6659 sq. ft.):**

Each cleaning must consist of:

### **Lobby**

1. Clean and disinfect surfaces daily
2. Mop floor with neutral floor cleaner daily
3. Remove garbage daily and replace liner as needed
4. Sweep floor surfaces daily
5. Vacuum carpeted areas daily
6. Disinfect all high touch points daily
7. Spot clean and remove fingerprints on entrance glass weekly
8. Perform dusting on horizontal surfaces weekly
9. Perform high dusting on vertical surfaces monthly

### **Common Areas**

1. Clean and disinfect surfaces daily
2. Mop floor with neutral floor cleaner daily
3. Remove garbage daily and replace liner as needed
4. Sweep floor surfaces daily
5. Vacuum carpeted areas daily
6. Disinfect all high touch points daily
7. Spot clean and remove fingerprints on entrance glass weekly
8. Perform high dusting on vertical surfaces monthly
9. Perform dusting on horizontal surfaces weekly

### **Kitchen/Breakroom**

1. Mop floor with neutral floor cleaner daily
2. Re-stock paper products and hand soap daily/as necessary
3. Remove garbage daily and replace liner as needed
4. Sweep floor surfaces daily
5. Take recyclables to designated location daily
6. Disinfect all high touch points daily
7. Perform dusting on horizontal surfaces weekly
8. Perform high dusting on vertical surfaces monthly

### **Bathrooms (3)**

1. Clean and disinfect all fixtures (sinks, toilets, urinals) and countertops daily
2. Clean mirrors and spot clean any glass daily
3. Mop floor with neutral floor cleaner daily
4. Re-stock paper products (hand towels, toilet paper) and hand soap daily/as necessary

5. Remove garbage daily and replace liner as needed
6. Sweep floor surfaces daily
7. Disinfect all high touch points daily
8. Perform dusting on horizontal surfaces weekly
9. Spot clean partitions weekly
10. Perform high dusting on vertical surfaces monthly

### **2.1.5 ADDITIONAL REQUIREMENTS**

Contractor must be available for call-in by the Facilities Management Manager or designee. Response time shall be within one (1) hour of call. Contractor must provide a phone number for accepting calls 24 hours per day and 7 days per week. The County must be notified immediately of any phone number changes.

Contractor shall have adequate staff and equipment to accomplish the **Countywide Custodial Services** without delay. All equipment used in this service must meet the manufacturer's safety requirements and be properly installed and functional. All vehicles and equipment must be operated in a safe manner. The County reserves the right to request detailed listings of equipment, staffing, service routes, etc.

Contractor is to adhere to local/county/state noise control ordinances/laws and is responsible to follow all State, County, local and municipal codes regarding the **Countywide Custodial Services**. Contractor must possess and provide, at no cost to the County, appropriate licenses and permits associated with the provision of **Countywide Custodial Services**.

Pursuant to the conditions above, the method of **Countywide Custodial Services**, equipment used, and plan of action shall be up to the Contractor's discretion. In the event the Contractor fails perform services, within the time frames listed above and the County is required to procure services from another vendor, the Contractor may be held liable for any costs over and above the contractual price for the site(s) involved. In such a situation, the additional cost for these services will be billed to the Contractor or payment will be reduced for the additional cost incurred.

### **2.1.6 EXTRA SERVICES**

Extra services are not covered under this contract. Contractor may provide a price quotation for any Extra Services upon request. Extra services are not included in this contract. A purchase order authorizing services will be issued prior to commencement of services. The County reserves the right to obtain additional proposals from other vendors.

### **2.1.7 ASSIGNMENTS/SUBCONTRACTING**

The Contractor selected to do the work set forth herein shall not assign or sub-contract all or any part of said work without the express written permission of the Contract Administrator.

## **PERFORMANCE**

The County's Contract Administrator will monitor the Contractor's work performance. All goods and/or services are to be completed in accordance with the Specifications and the Contractor must present each site in a condition that is completely satisfactory to the Contract Administrator. The Contract Administrator shall have the right to reject any service, which is provided that is not, in his/her opinion, in accordance with the specifications. Any Site rejected by the County shall be re-serviced at the sole expense of the Contractor. Any deficiency in the Contractor's performance shall be reported to the Contractor by telephone and in writing, and the Contractor shall correct such deficiencies no later than twenty-four (24) hours following receipt of such notice. In the case where a dispute arises between the Contractor and the County regarding the Contractor's performance, the Contractor shall perform the service and report the facts to the Contract Administrator who shall render a decision that the Contractor shall act upon. The Contractor may request, in writing, a meeting with the Solicitor and/or Deputy Solicitor to review the reasonableness of the Contract Administrator's decision

after first carrying out such action fully. In the event that the Contractor fails, neglects, or refuses to commence or complete all work as herein specified, the County shall pursue all proper remedies under the Contractor's performance bond as detailed in the specifications.

#### **EMPLOYEES & EMPLOYEE WORKING CONDITIONS**

All work performed under the terms of this contract shall conform to the requirements of any applicable Local, State, or Federal Codes, Laws, or Agencies. The Contractor's attention is specifically directed to the Occupational Safety and Health Act (OSHA). All work shall be in accordance with the requirements of current OSHA standards. Should a conflict exist between the method of work specified and the applicable OSHA regulation, the OSHA regulation shall prevail.

#### **SUPERVISION**

The Contractor shall provide full-time supervision by a competent employee for the purpose of insuring that service is properly completed in accordance with the provisions of this contract. Assigned competent employee shall be able to speak, read and write English. The Contractor's Manager shall at all times make him/herself personally available at each site during the regular workday, or at any other times when the service is being performed, to aid in resolving any problems that may arise. The Contractor shall apply supervision to maintain order and control. There shall be one overall project Manager who shall be the contact person. The Contractor shall notify the County, in writing, the name, contact phone number and pager number, if available, of the Manager and shall notify the County of any change in Manager during the term of the Contract.

#### **EQUIPMENT**

The contractor shall have all equipment and tools necessary to provide all goods and/or services for Delaware County in accordance with the Specifications.

#### **PAYMENTS**

Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. The Contractor shall be required to submit a complete and detailed monthly invoice including the service performed, and the date of the service prior to payment. Invoice must indicate: Invoice #, P.O. #, Contract number, the name of the site(s), month of service(s), the date(s) of service and the type of service rendered. All contracted sites should be submitted on one (1) monthly invoice. Invoices are to be submitted for payment no later than thirty (30) days from the invoice date. The final monthly/seasonal payment of each year will be processed once the final invoice is received and damages that may have been caused by the Contractor have been satisfactorily repaired.

#### **INSURANCE & LIMITS**

The Contractor shall take out and maintain in full force and effect at all times during the life of the Contract, Public Liability and Property Damage Insurance including Automotive and Vehicular coverage, and appropriate Workers' Compensation Coverage, with a company or companies authorized to do business in the Commonwealth of Pennsylvania. The policies of insurance and companies selected shall be acceptable to, and approved by, the County and shall protect him/her performing work covered by this Contract from any and all claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by him/herself or by anyone directly or indirectly employed by either of them. The insurance policy shall be so written as to name the County of Delaware as an "Additional Name Insured," indemnifying the County with respect to the Contractor's action as a part of this Contract. The amount of such insurance shall be as shown in the following paragraphs:

Public Liability and Property Damage Insurance of the type commonly known as "Combined Single Limit" in the amount of \$1,000,000 for both public liability and property damage. Standard Workers' Compensation and

Employers' Liability Insurance indemnifying the Contractor against any loss arising from liabilities for injuries sustained by any and all agents and servants of the Contractor as may be required by law.

### **CERTIFICATES**

Upon notification by the County, the Contractor shall supply to the Contract Administrator within five (5) days of notification, a Certificate of his insurance carrier or carriers that the policies hereinabove required are in full force and effect for the amount required by the Specifications. In addition, the Contractor shall file with the Contract Administrator of the County of Delaware at least ten (10) days prior to the commencement of the work to be performed under this Contract, certificate of his insurance carrier or carriers that the policies hereinabove required are in full force and effect. In addition, the Contractor shall at least ten (10) days prior to any renewal date of the foregoing policies, file certificate of the renewal and continuance of said policies during the life of the Contract. **Each certificate shall specifically provide and shall contain the endorsements that shall name the County of Delaware as an Additional Name Insured indemnifying the County with respect to the Contractor's action as a part of this Contract, and the County of Delaware must be named as a Certificate Holder on all policies covering this Agreement, so that they are notified if the policy is going to be canceled.** The insurance carrier shall give not less than thirty (30) days' notice in writing to the County of its intention to cancel said policy. The certificates shall be approved by the County Solicitor prior to filing with the County Clerk. If there is cancellation of any policy issued in the name of the Contractor, then, when rewritten, the cost of the new policy shall be borne by the Contractor.

### **INDEMNIFICATIONS**

The Contractor shall indemnify and hold the County harmless from and against any and all claims, and liability of any kind, which may result or arise, directly or indirectly from or by reason of the performance of the goods and/or services. The Contractor shall also indemnify and hold the County harmless from any act or omission by the Contractor, its agents, servants, employees, subcontractors' successors or assignees which shall result in any loss of life or property or injury or damage to persons or property in accordance herewith as well as in accordance with the provision of the Performance Bond.

### **ASSIGNMENT OF CONTRACT**

Except as provided herein, the Contractor shall not assign, transfer, convey or in any other manner dispose of this Contract or his obligations hereunder, nor shall he/she in any manner dispose of his/her right, title or interest in or to it or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract. If the Contractor's entire company is sold, this Agreement shall be binding on his/her successors or assignee and will remain in full effect. No such assignment, transfer, conveyance or other disposition with respect to all or any part of said Contract shall be valid or effective until the document evidencing said assignment, transfer, conveyance or other disposition shall be filed in the Office of the County Clerk, reviewed and approved by the County Solicitor, endorsed and certified by both or all parties to said transaction to be a true and complete copy of the entire transaction.

### **BREACH OF CONTRACT & CAUSES FOR A BREACH OF CONTRACT**

In addition to those instances specifically referred to in other sections herein contained, the County shall have the right at its option to terminate the Contract, said termination evidenced by a due and proper resolution of the County Council of Delaware County and by mailing a copy thereof certified by the County Clerk, by Certified mail to the principal place of business of the Contractor, under any one or more of the following circumstances:

- a. If the Contractor becomes insolvent.
- b. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.

- c. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
- d. In the event the Contractor fails to commence work in accordance with the Specifications.
- e. In the event the Contractor shall abandon the work.
- f. In the event the Contractor shall abandon any portion of the work to be performed under the Specifications.
- g. If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants, agreements, contained within the Specifications.
- h. If the Contractor shall, without just cause, reduce his working force to a number which would be insufficient in the opinion of the County, upon the advice of the Contract Administrator. Upon notification of such, if he/she shall fail or refuse to increase such working force within ten (10) days.
- i. The Contractor shall fail to keep, perform, and observe each and every other promise, term, obligation, and agreement set forth in this Agreement on its part to be kept, performed or observed, within ten (10) days after receipt of notice of default thereunder from the County of Delaware and the Contractor shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.
- j. If the Contractor shall sublet, assign, transfer, convey or otherwise dispose of his Contract or any portion thereof other than in accordance with the Specifications.
- k. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.
- l. If the County Solicitor, upon the advice of the Contract Administrator, shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the Specifications.

**NOTICE**

Before the Contract shall be declared terminated, the County shall give notice to the Contractor of the nature of the breach claimed, and the time and the place of hearing, held before the County Council, concerning said charge. The hearing shall not be less than two (2) business days after the date of the mailing of said Notice. During the hearing the contractor may have a certified shorthand reporter present and at which hearing he/she may defend and be represented by counsel. If the Contractor shall have said reporter present, he/she shall furnish to the County a true copy of the transcript of the hearing without cost to the County.

**PERFORMANCE BY THE COUNTY**

In the event of breach of the Contract, the said Contractor shall discontinue all work under the Contract in accordance with the provisions of a resolution of the County Council and said County Council shall thereupon have power to contract for the completion of the goods and services defined in this contract in the manner prescribed by law.

Nothing herein shall restrict the power and authority of the Executive Director and County Council to act in an emergency to assure continuity of the goods and services defined in this contract as provided herein. The County may, in the event the Contractor fails to perform, charge the expense of labor and equipment to the Contractor, and the expense so charged shall be deducted and paid by the County out of such Monies as may be either due, or may at any time thereafter become due to the said Contractor under the Contract. If the expense is greater than the amount, if any, due or to become due to the Contractor, under this Contract, then the Contractor shall promptly remit to the County of Delaware, the total amount of such excess, and the surety bond required herein, in any manner be released from liability to indemnify the County of

Delaware in full for any damages or loss suffered by the said County, by reason of any breach of the terms, conditions, covenants and agreements of the Contract.

The County represents that it has and will have sufficient funds available to the County in its calendar year 2023, and subsequent budgets to pay all the bills of Contractor for the services rendered by Contractor to the County to the extent of, and this Contract shall be limited to, such amounts as may be from time to time appropriated by the governing body.

#### **COMPLETION OF CONTRACT**

The following provision shall apply in the event the County shall be required to complete the Contract whether resulting from complete or partial failure or breach of the Contract by the Contractor: The authority of the County to determine the manner of completion of the Contract shall be absolute in all respects. In the event it shall be necessary for the County to complete the Contract because of default by the Contractor, the County may employ a contractor for this purpose with or without public bidding, or utilize its own resources, acting at its sole discretion. The right to select the contractor to complete the Contract, whether selection is made with or without public bidding, shall be exercised solely by the County. Neither the defaulting Contractor, nor his or its surety shall have any right to participate in said selection.

#### **STRIKES OR LABOR ACTIVITY**

If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor in the County of Delaware or against any operations of the Contractor under this Agreement, whether or not the same is due to the fault of the Contractor and whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the County of Delaware results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the County of Delaware or if as a result of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, or in the event of the Contractor's non-compliance with the Non-Discrimination Clause, the County of Delaware shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Agreement. During the period of suspension, the Contractor shall not perform the service or any other operation hereunder and the County of Delaware shall have the right, to itself, or by any third person or persons selected by it to perform the service. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured. The Contractor shall notify the County of Delaware of such cessation or cure.

#### **CONTRACTOR ADMINISTRATOR**

The Director, Department Head, and/or a duly authorized designee, shall be the Contract Administrator. He/She shall interpret, amplify, and add explanatory information/instructions to the Specifications, so far as the Specifications relate to the performance of the goods and services defined in this contract.

#### **CHANGES TO SPECIFICATIONS**

The Specifications contain all the terms and conditions for the furnishing and delivery of goods and/or services for Delaware County, and there are no other specifications, written or otherwise, between parties regarding the subject matters of the Specifications. No alterations, changes, modifications or variations of the Specifications or terms thereof shall be valid unless in writing and signed by the County and the Contractor or their duly authorized designee.

#### **CHANGES TO SPECIFICATIONS**

These Specifications contain all the terms and conditions for **Countywide Custodial Services**, and there are no other specifications, written or otherwise, between parties regarding the subject matters of these Specifications. No alterations, changes, modifications or variations of these Specifications or terms thereof shall be valid unless in writing and signed by the County and the Contractor or their duly authorized designee.

### SPECIAL GENERAL CONDITIONS

1. Pennsylvania State Criminal background checks must be provided by the Contractor and included for all employees that will be entering County Buildings. Contract will not be accepted without these checks.
2. If new employees are to be brought into our buildings during the course of the contract a PA State background check must be provided by the Contractor before they are allowed to enter our buildings'.
3. The Contractor must be able to verbally understand and communicate with County Personnel to receive any changes to cleaning instructions. The Contractor must also be able to follow and understand written instructions given to them by County Personnel.

### GENERAL CONDITIONS

1. It is understood that parties making bids accept all terms and conditions contained and expressed in the Specifications, General Conditions and Special General Conditions.
2. No verbal instructions or information will be binding. The Specifications will be considered as clear and complete unless attention is called to any apparent discrepancies or incompleteness thereof, before opening of the Bids. Should any change in Specifications be required, they will be issued to all bidders in the form of an Addendum to the Original Bid.
3. Any exception/s taken to the Specifications of this Bid must be in writing listing on a separate page and attached firmly to the Bid.
4. The County reserves the right to reject any or all Bids or parts thereof. They also reserve the right to award the Contract in such a manner deemed to be in the best interest of the County.
5. The Successful Bidder shall be required to enter into a written Contract and Bond with the County of Delaware **within twenty (20) days after notice that his bid has been accepted**, failure to do so shall be sufficient reason for the County Council to rescind their action accepting the Bid and to accept the Bid of the next lowest responsible Bidder. If the Successful Bidder shall fail to execute a Contract as set forth in these General Conditions, deposit will be forfeited as liquidated damages.
6. As this is a multiple year Contract, the Successful Bidder shall be required to furnish a Bond guaranteeing the Contractor's performance for only the first year of the Contract in an amount to be computed by dividing the total Contract price by the number of years the Contract is to run. In that event, the Contractor should furnish a Bond for each succeeding year of the Contract at least sixty (60) days prior to the expiration of the then current Contract year. Should single year bonds as herein described be permitted, then the amount of the Bond for the subsequent years shall be determined by subtracting from the total Contract price the amounts already paid under the Contract in previous year/s and dividing this by the number of years remaining on the Contract; however, an additional ten percent (10%) shall be added to the amount of the Bond for each year after the first year.
7. Each Bidder, when submitting his Bid, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division is exempt from paying. The County Council agrees that they will execute the necessary Forms of Tax Exemption Affidavits, when presented to them by the Successful Bidder. Also, each Bidder must exclude the Pennsylvania Sales Tax Allowance, if any. The County Council agrees that they will execute the necessary Sales Tax Exemption Affidavits.

8. The Contractor agrees to indemnify and save harmless the County and their representatives from all suits or actions of every nature and descriptions brought against them or either of them, or on account of the use of patented appliances, products or processes.
9. Do not ship without a Purchase Order; shipments must have the Contract number and the Purchase Order number on all packages and invoices.
10. Material Safety Data Sheets (MSDS) must be submitted where required for respective products by Successful Bidder prior to Contract execution.
11. No deliveries to be made on the attached list of holidays.
12. Special Note: THE COUNTY MAY DURING THE TERM OF THIS CONTRACT NOT REQUIRE OFFICE CLEANING FROM ONE OR MORE OF THE LOCATIONS. IN THIS EVENT, THE COUNTY SHALL HAVE NO LIABILITY FOR PAYMENTS AND THE CONTRACT SHALL BE CONSIDERED TERMINATED WITH RESPECT TO THE LOCATION OR LOCATIONS INVOLVED.
13. The acceptance of all Bids for Contracts is made expressly conditional upon a satisfactory rating from a pre-award investigation conducted by the Central Purchasing Department.

Contracts shall be awarded to the lowest responsible Bidder. In determining "lowest responsible Bidder", in addition to price, the Central Purchasing Department in its pre-award evaluation shall in consultation with the affected Department Head, ascertain and consider:

- a. The expertise of the Bidder to perform the Contract or provide the service required.
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified and with adequate supervisory personnel.
- c. The character, integrity, reputation, and judgment of the Bidder.
- d. The quality of performance on previous Contracts and services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
- f. The sufficiency of the financial resources of the Bidder to perform the Contract or provide the service.
- g. The ready availability of supplies necessary to discharge performance in a prompt and workmanlike manner.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract.
- i. The number and scope of conditions attached to the Bid.

The following factors will automatically disqualify a low bidder:

- a. Default on the payment of taxes, licenses, or other monies due the County.
- b. Default, breach or repudiation on a past Contract or Contracts which reflect a course of performance deemed deleterious to the County's Best Interest



**EXHIBIT A  
COMPENSATION**

The County of Delaware agrees to compensate the Contractor as follows:

The County of Delaware agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$271,413.00 (\$90,471.00/Year) Two-Hundred Seventy-One Thousand, Four-Hundred and Thirteen Dollars and Zero Cents, which is the estimated cost for goods and services for a period of three (3) years. The unit price(s) are as provided below:

ALL AREAS PER MONTH	DSC Solutions
Chester District Court 529 – 531 Penn Street, Chester, PA	\$1,568.00
Emergency Communication Center Route 352, Lima, PA	\$2,053.42
Library Service’s Office 340 N. Middletown Rd. Media PA 19063	\$837.00
Public Defenders Office 220 N. Jackson St., Media PA 19063	\$1,446.63
Juvenile Probation (SHARON HILL) 1600 Calcon Hook Rd., Sharon Hill, PA	\$837.00
Health Department (Yeadon) 125 Chester Ave., Suite. 2, Yeadon, PA	\$797.20
<b>MONTHLY</b>	<b>\$7,539.25</b>
<b>ANNUALLY</b>	<b>\$90,471.00</b>
<b>3-YEAR CONTRACT TOTAL</b>	<b>\$ 271,413.00</b>

**PURCHASING FORMS:**

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**(APPENDIX A)** County of Delaware Checklist

**(APPENDIX B)** Proposal Cost Form

**(APPENDIX C)** Non-Collusion Affidavit

**(APPENDIX D)** Disclosure of Ownership Form

**(APPENDIX E)** Insurance Requirement Acknowledgement Form

**(APPENDIX F)** Professional Service Entity Information Form

**(APPENDIX G)** Qualification Affidavit

**(APPENDIX I)** Acknowledgement of Corrections, Additions or Deletions Form

**(APPENDIX J)** Statement of Indebtedness Form

**(APPENDIX K)** Agreement for Payment of Commodity/Service Form

**(APPENDIX N)** Certificate of Good Standing/Subsistence Certificate

**(APPENDIX O)** Political Contribution Disclosure Form

**(APPENDIX Q)** Diversity Business Enterprise Program

**CONTRACTOR DOCUMENTS ATTACHED HERE AFTER**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Patti Pinizzotto, Facilities Management

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Contract with CNS Cleaning Company in an amount not to exceed \$227,664.00 for Custodial Services for Various Delaware County Departments for a period of three (3) years with the option to extend for two (2) additional one (1) year periods. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 630538 (see Specify Type of Funding)

**ESTIMATED/ACTUAL COST OF REQUEST:** \$499,077.00 / 3 yrs.

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[COUNTYWIDE CUSTODIAL SERVICES - CNS - CONTRACT FOR SERVICES - FEB.2023.pdf](#)

# COUNTY OF DELAWARE

## COUNTYWIDE CUSTODIAL SERVICES

(eFMD-010423)



<b>Vendor/Company:</b>	<b>CNS Cleaning Company</b>
<b>Physical Address:</b>	<b>227 Mill Street</b>
	<b>Bristol, PA 19007-4808</b>
<b>Contact:</b>	<b>Bill Dunn, President/Owner</b>
<b>Telephone Number:</b>	<b>604-462-1165</b>
<b>Email Address:</b>	<a href="mailto:cns@cnscleaningco.com">cns@cnscleaningco.com</a>
<b>Total Contract Amount:</b>	<b>Not to Exceed \$227,664.00 (\$75,888.00/Year)</b>
<b>Contract Start Date:</b>	<b>May 15, 2023</b>
<b>Contract End Date:</b>	<b>May 15, 2026</b>

# AGREEMENT FOR SERVICES

## COUNTYWIDE CUSTODIAL SERVICES (eFMD-010423)

**This Agreement for Services ("Agreement") made and entered into effect, the 15<sup>th</sup> day of May 2023, by and between the County of Delaware, 201 West Front Street, Media, PA 19063, hereafter referred to as "County", and CNS Cleaning Company, 227 Mill Street, Bristol, PA 19007-4808 hereafter referred to as "Contractor".**

### I. Background

County wishes to obtain goods and/or services as described in Exhibit "A" to this Agreement (the "Goods and Services"), the Contractor desires to provide the Services to the County, and the County has agreed to retain the Contractor to provide the Goods and Services to the County.

### II. Duties/Tasks

- A. Contractor shall perform the Services in accordance with the terms and conditions set forth in this Agreement, in the attached "TERMS AND CONDITIONS" (including any addendum thereto) and in Exhibit "A" (hereinafter referred to as the submitted proposal) which is attached hereto and made a part hereof.
- B. It is expressly acknowledged by the parties that the County and Contractor are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.
- C. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: 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.
- D. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles and subject to inspection upon reasonable request of the County. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.

### III. Term and Termination

- A. The term of this Agreement shall be as set forth in the attached TERMS AND CONDITIONS and in Exhibit "A" to this Agreement.
- B. This Agreement may be terminated before the end of the term as follows:
  - (1) The County may terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.
  - (2) County may terminate this Agreement immediately by giving written notice of termination to the Contractor

and without prejudice to any other rights or remedies the County may have if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after Contractor's receipt of County's notice of the breach, which notice shall specify in reasonable detail the nature of the breach. Contractor may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Contractor may have, if County breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after County's receipt of Contractor's notice of the breach, which notice shall specify in reasonable detail the nature of the breach.

- (3) This Agreement and all rights of Contractor hereunder shall terminate upon the completion of the duties as defined in Exhibit "A". If this Agreement is terminated for any reason, the County shall not be liable for any damages, claims, losses, or any other amounts arising from or related to such termination. Contractor's fees shall only be payable as accrued through the date of termination.

IV. Payment/Compensation - Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. Contractor agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

- A. Contractor shall receive the compensation set forth in Exhibit "A" as payment for all the Goods and Services provided by Contractor pursuant to this Agreement.
- B. The total payments due under this Agreement for all Goods and Services provided by Contractor pursuant to this Agreement shall not exceed **\$227,664.00 (\$75,888.00/Year)** set forth in Exhibit "A".
- C. After execution of this Agreement by Contractor and the County, each month after receipt of the Contractor's Invoice, with respect to Goods and Services performed in the prior month, the County will pay the Contractor the amounts due under this Agreement as set forth in Exhibit "A". Contractor shall submit monthly invoices within thirty (30) days from the last day of the month within which the work is performed and/or goods delivered. The final invoice shall be submitted within forty-five (45) days of this Agreement's termination date. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Contractor shall be paid only for Goods and Services acceptable to County. County will pay Contractor undisputed amounts due under this Agreement within forty-five (45) days of receipt of each invoice.

V. Miscellaneous.

- A. Any provision of this Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement.
- B. All government and business information disclosed by County to Contractor in connection with this Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement to be effective at the beginning of the Term as provided.

OWNER:

CONTRACTOR:

**COUNTY OF DELAWARE, PENNSYLVANIA**

**CNS CLEANING COMPANY**

\_\_\_\_\_  
Delaware County Council – Chair

\_\_\_\_\_  
Name & Title of Person Authorized to Sign Contract

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Secretary or Assistant Secretary

## TERMS AND CONDITIONS

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1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm/company seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from the County's Solicitor indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Pennsylvania Code § 62-5-512.f and Delaware County Code § 6-28 may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If a Bidder is not selected within sixty (60) days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. The County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the Contractor, not the County, is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the County.
8. In case of default by the Contractor, the County may procure the articles or services from another source and hold the Contractor responsible for any resultant excess cost.
9. All bids submitted to County of Delaware are subject to the Commonwealth of Pennsylvania's Right to Know Law (RTKL), 65 P. S. §§ 67.101-67.3104, and the County's interpretation thereof.
10. The quantity of goods and/or services indicated on the foregoing Contract pages is approximate and for estimating purposes only.
11. The Contract period for **Countywide Custodial Services** is three (3) years, with an option to extend for up to two (2) additional one (1) year periods and will begin **May 15, 2023, and end May 15, 2026.**



12. The Contract shall be awarded on the total of all items; therefore, bidder must bid on each part of said items for this bid to be considered.
13. However, if the Contract is awarded on a fixed but not a firm price, the County then will honor price increases or decreases during the Contract period, but only when said increases or decreases originate with the manufacturers' or contractors' source of supply, and then only when properly documented to the County with supporting data as evidence thereof.
14. If indicated below, the Contractor must furnish a Surety Bond, Performance Bond, satisfactory to the County in the amount of One Hundred Percent (100%) of the contract price, conditioned on the faithful performance of the entire contract. If the Contractor shall fail to execute a Contract and Bond as set forth in the Specifications and General Conditions, deposit shall be forfeited as liquidated damages. **Applicable: [YES].**
15. The Contractor, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division is exempt from paying.
16. The Contractor, shall not include any allowance for the Pennsylvania State Sales Tax, if any, which the County is also exempt from paying.

**ADDENDUM:**

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**Attach Addendum Here If Any**

**EXHIBIT A  
SERVICES**

**COUNTYWIDE CUSTODIAL SERVICES (eFMD-010423)**

**SPECIFICATIONS AND GENERAL CONDITIONS**

**2.0 COUNTYWIDE CUSTODIAL SERVICES**

The scope of services set forth in this Contract represents an outline of the services which the County requires the Contractor to perform.

**2.1 PROJECT OVERVIEW & BACKGROUND**

The intent of this specification is to secure a contractor to clean multiple County Buildings for a term of three (3) years.

**2.1.1 CONTRACT PERIOD**

The services under this contract shall be for a period of three (3) years, with an option to renew for two (2) additional one (1) year periods and will begin **May 15, 2023, and end May 15, 2026.**

**2.1.2 LOCATION OF PROPERTIES**

<b>Location Name</b>	<b>Address</b>	<b>Approx. Square Footage</b>
1a. -District Justice Offices	100 West Front Street, Media PA	4,200 sq. ft.
1b. -Upper Darby District Courts	1550 Garrett Road, Upper Darby PA	5,906 sq. ft.
1c. -Chester District Court	529-531 Penn St., Chester PA	18,000 sq. ft.
2a. -Emergency Communication Center	Route 352, Lima PA	16,000 sq. ft.
2b. -Voting Machine Building	24 <sup>th</sup> & Potter Streets, Chester PA	29,580 sq. ft.
2c. -State Health Department Bldg.	5 <sup>th</sup> & Penn Streets, Chester PA	25,000 sq. ft.
3a. -Lewis House/Environmental Center/Leedom House	1671 N Providence Rd, Media, PA 19063	2,487 sq. ft.
3b. -Whole House / Hunt Club Bldg. (Rose Tree Park)	1671 N Providence Rd, Media, PA 19063	3,818 sq. ft.
3c. -Bottom Floor (Rose Tree Park)	1671 N Providence Rd, Media, PA 19063	4,960 sq. ft.
4. -Medical Examiner's Office	340 N. Middletown Rd., Bldg. 19, Media PA	30,390 sq. ft.
5. -Library Service's Office	340 N. Middletown Rd., Bldg. 19, Media PA	6,000 sq. ft.
6. -Public Defenders Office	220 N. Jackson St., Media PA	9,096 sq. ft.
7. -Intercommunity Health	220 W. Front St., Media PA	7,893 sq. ft.
8. -Planning Department	1055 Baltimore Pike, Media PA	6,780 sq. ft.
9. -EMS Offices	340 N. Middletown Rd. (Ogden House), Media PA	2,500 sq. ft.

10. -Human Services	20 S. 69 <sup>th</sup> Street, Upper Darby, PA	10,300 sq. ft.
11. -PA State Crime Lab	Middletown Rd, Lima PA	8,500 sq. ft.
12. -Juvenile Probation	1600 Calcon Hook Rd., Sharon Hill, PA 19079	1,200 sq. ft.
13. -Health Department	125 Chester Ave., Yeadon PA 19050	6,659 sq. ft.

The above acreage is approximate based on the perimeter dimensions of the properties. The Contractor are recommended to inspect all properties to become familiar with local conditions under which the Work is to be performed and has correlated the Contractor's personal observations with the requirements of the proposed Contract Documents.

**\*\*\*Additional locations may be included during this contract.**

**2.4 BID COST**

The Contractor, for the price bid, shall furnish at his/her expense, and without liability to the County all labor, necessary and proper to provide the adequate, uninterrupted services during the term of the Contract and in accordance with the Specifications.

**2.1.4.1 DISTRICT JUSTICE LOCATIONS**

**AREA #1a – ADMINISTRATIVE OFFICE for DISTRICT JUSTICES (4200 Sq. ft.):**

12 employees

5 bathrooms

Cleaned: Twice a week – Wednesday evening – anytime on weekend

Each cleaning must consist of:

1. Empty trash and replace liners
2. Dust windowsills, counters, dust and polish furniture
3. Dust baseboards and vacuum floors and under radiators
4. Wash counters and trashcan and scour sink in kitchen area
5. Wash bathroom floors and vanities, scour sinks and toilets
6. Replace toilet paper and paper towels

**AREA #1b – UPPER DARBY DISTRICT COURTS (5906 sq. ft.):**

31 employees

4 bathrooms

Cleaned Monday through Thursday evening – anytime on weekend

Each cleaning must consist of:

1. Empty trash cans and replace liners

2. Wash counters, dust windowsills and dust and polish furniture
3. Dust baseboards and vacuum floors
4. Clean and disinfect kitchen/storage area
5. Wash restroom floors and scour sinks and toilets
6. Replace paper towels and toilet paper

**AREA #1c - CHESTER DISTRICT COURT (18000 sq. ft.):**

Cleaned: 5 Times a week – Monday – Friday evenings

Each cleaning must consist of:

1. Empty trash and replace liners
2. Dust windowsills, counters, dust, and polish furniture
3. Dust baseboards and vacuum floors and under radiators
4. Wash and disinfect counters and trashcan and scour sink in kitchen area
5. Wash and disinfect restroom floors and scour sinks and toilets
6. Replace toilet paper and paper towels
7. Clean glass on entry doors

**2.1.4.2**

**AREA #2a – EMERGENCY COMMUNICATION CENTER (16000 sq. ft.):**

Cleaned seven (7) times a week (daytime)

Must start between 8:00am & 10:00am

Monday – Friday – Complete Building

Saturday & Sunday – Common Areas, Rest Rooms

& Radio Room Only

**AREA #2b – VOTING MACHINE BUILDING (29580 sq. ft.):**

Cleaned twice (2) a week (day time)

Must start between 8:00am & 10:00am

**AREA #2c - HEALTH DEPARTMENT, JUVENILE OFFICE & ADULT PROBATION (25000 sq. ft.):**

Cleaned five (5) times a week (evening)

**Areas 2a, 2b, & 2c - Each cleaning must consist of:**

Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
  - i. Replace urinal screens as needed. (To be supplied by County)

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

**\*\*\*PAPER TOWELS, TOILET TISSUE AND SOAP FOR DISPENSERS AS WELL AS URINAL SCREENS WILL BE SUPPLIED BY THE COUNTY FOR THE CLEANING OF COUNTY BUILDINGS.**

**2.1.4.3**

**AREA #3a – LEWIS HOUSE, ENVIRONMENTAL CENTER, LEEDOM HOUSE (2487 sq. ft.):**

Cleaned twice (2) a week (evening)

Must be performed after 5:00 p.m. or on weekends

**AREA #3b – WHOLE HOUSE (ROSE TREE PARK) AND HUNT CLUB BUILDING (3818 sq. ft.):**

Cleaned twice (2) a week (evening)

Must be performed after 5:00 p.m. or on weekends

**AREA #3c - BOTTOM FLOOR (ROSE TREE PARK) (4960 sq. ft.):**

Cleaned twice (2) a week (evening)

Must be performed after 5:00 p.m. or on weekends

**Areas 3a, 3b, &3c - Each cleaning must consist of:**

Bi-weekly Cleaning

1. Empty all trashcans and replace liners when needed.
2. Empty all ashtrays and wipe them clean.
3. Vacuum all carpeted areas.
4. Windex all glass doors.
5. Polish all wood furniture.
6. Dust all baseboards, walls, ceilings etc, as needed.
7. Bathrooms must be thoroughly cleaned and disinfected.
8. Sweep and wet mop all tiled areas.
9. All tables, chairs, countertops, etc, must be cleaned.
10. Front walkways must be swept.
11. Supplying paper products: toilet tissue, paper cups, trashcan liners and C-fold paper towels.

#### **2.1.4.4**

#### **AREA #4 – MEDICAL EXAMINER’S OFFICE AREA ONLY (30390 sq. ft.):**

##### Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area.
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
  - i. Replace urinal screens as needed. (To be supplied by County)

##### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

##### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.



2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

#### Semi-Annually

1. All light fixtures to be removed and washed.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed once weekly and must be done between 8:30am and 4:00pm Monday - Friday.

#### 2.1.4.5

#### AREA #5 – LIBRARY SERVICE'S OFFICE (6000 sq. ft.):

#### Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area.
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.

- b. Clean and polish all mirrors and bright work.
- c. Scour and sanitize all sinks, bowls and urinals.
- d. Thoroughly sweep and wet mop all tile floors.
- e. Wash both sides of toilet seat with soap and water.
- f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
- g. Polish flushmaster, piping, toilet hinges and other metal work.
- h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
- i. Replace urinal screens as needed. (To be supplied by County)

Weekly Cleaning

- 1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

Monthly Cleaning

- 1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
- 2. Floors to be maintained by complete cleaning and polishing.
- 3. Desktops to be cleaned, washed and polished.
- 4. Venetian blinds to be dusted.
- 5. All windows to be washed, inside and outside.

Quarterly Cleaning

- 1. Walls to be dusted, removing and cleaning pictures, charts, etc.
- 2. Louvers, grills etc. to be cleaned.
- 3. All surfaces not normally reached in nightly cleaning to be dusted.
- 4. Floors to have complete maintenance.

Semi-Annually

- 1. All light fixtures to be removed and washed.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS.**

This cleaning to be performed five times weekly and must be done between 8:30am and 4:00pm Monday - Friday

**2.1.4.6**

**AREA #6 – PUBLIC DEFENDERS OFFICE (9096 sq. ft.):**

Daily Cleaning

- 1. Empty all waste receptacles and remove trash to designated area.

2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
  - i. Replace urinal screens as needed. (To be supplied by County)

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desktops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.

2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed 5 times weekly; Monday – Friday between 8:30 and 4:30

**2.1.4.7**

**AREA #7 – INTERCOMMUNITY HEALTH (7893 sq. ft.):**

Each cleaning must consist of:

1. Empty all trashcans and replace liners when needed.
2. Vacuum all carpeted areas.
3. Windex all glass doors.
4. Polish all wood furniture.
5. Dust all baseboards, walls, ceilings etc., as needed.
6. Sweep and wet mop all tiled areas.
7. All tables, chairs, countertops, etc., must be cleaned.

This cleaning is to be done twice weekly Tuesday and Thursday Between 8:30 and 4:30

**2.1.4.8**

**AREA #8 – PLANNING DEPARTMENT (6780 sq. ft.):**

Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers.
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.

8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed.
  - i. Replace urinal screens as needed.

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décor.
8. High dust ceiling fans.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.

2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.
2. Strip, Seal and wax all VCT tile flooring.
3. Clean carpets throughout.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed 3 times weekly; Tuesday, Wednesday and Friday between 8:30 and 4:30

**2.1.4.9**

**AREA #9 – EMS OFFICES (2500 sq. ft.):**

Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers.
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.
8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.

- c. Scour and sanitize all sinks, bowls and urinals.
- d. Thoroughly sweep and wet mop all tile floors.
- e. Wash both sides of toilet seat with soap and water.
- f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
- g. Polish flushmaster, piping, toilet hinges and other metal work.
- h. Replenish all paper towels, toilet tissue and soap dispensers as needed.
- i. Replace urinal screens as needed.

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décor.
8. High dust ceiling fans.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

#### Semi-Annually

1. All light fixtures to be removed and washed.

2. Strip, Seal and wax all VCT tile flooring.
3. Clean carpets throughout.

**\*\*\*BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.**

This cleaning to be performed 2 times weekly; Tuesday and Thursday. between 8:30 and 4:30

#### **2.1.4.10**

#### **AREA #10 – HUMAN SERVICES (10300 sq. ft.):**

##### Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers. (To be supplied by County)
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.
8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
  - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
  - b. Clean and polish all mirrors and bright work.
  - c. Scour and sanitize all sinks, bowls and urinals.
  - d. Thoroughly sweep and wet mop all tile floors.
  - e. Wash both sides of toilet seat with soap and water.
  - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
  - g. Polish flushmaster, piping, toilet hinges and other metal work.
  - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)



- i. Replace urinal screens as needed. (To be supplied by County)

#### Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

#### Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desktops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décors.
8. High dust ceiling fans.

#### Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

#### Semi-Annually

1. All light fixtures to be removed and washed.
2. Strip, Seal and wax all VCT tile flooring. **(INCLUDE IN YOUR BID PRICE, THIS IS NOT AN ADDITIONAL CHARGE)**
3. Clean carpets throughout. **(INCLUDE IN YOUR BID PRICE, THIS IS NOT AN ADDITIONAL CHARGE)**

***\*\*\*PAPER TOWELS, TOILET TISSUE AND SOAP FOR DISPENSERS AS WELL AS URINAL SCREENS WILL BE SUPPLIED BY THE COUNTY FOR THE CLEANING OF COUNTY BUILDINGS.***

#### **2.1.4.11**

**AREA #11 – PA STATE CRIME LAB (8500 sq. ft.):**

#### **DAILY WORK:**

1. Remove all trash and replace liners (supplied by customer).

2. Thoroughly cleaning and disinfect all restrooms (2) top to bottom including: Replacing, toilet paper, hand towels, soap, sweeping and mopping all floors, disinfecting all toilets, urinals, and sinks, washing all mirrors, wiping partitions, spot cleaning all walls, etc. (paper goods supplied by customer)
3. Thoroughly clean and disinfect all kitchen area: including all horizontal surfaces, sweeping and mopping all floors, inside and outside of microwaves, etc.
4. Thoroughly sweep and mop all hard-surfaced floors.
5. Thoroughly vacuum all carpeted areas.
6. Thoroughly wash all entrance glass doors.
7. Thoroughly wipe and disinfect all open horizontal surfaces – i.e. desks, tops of cubicles, tops of partitions, etc.
8. Thoroughly clean and disinfect all phones (on a monthly basis).
9. Dust all reachable ceiling vents, reachable horizontal surfaces, etc. (on a monthly basis).
10. Thoroughly sweep garage area (on a monthly basis)
11. Spot Clean all intra office glass throughout (weekly)

#### **2.1.4.12**

#### **AREA #12 – JUVENILE PROBATION (SHARON HILL) (1200 sq. ft.):**

Each cleaning must consist of:

#### **Common Areas Hallways and Offices**

1. Clean, disinfect, and dust all open desk surfaces
2. Remove garbage and replace liner as needed
3. Vacuum carpeted areas
4. Disinfect all High touch point areas. i.e. doorknobs and handles, dispensers, etc.

#### **Weekly**

1. Clean and remove fingerprints on doors and glass.
2. Dust electronics & monitors.
3. Perform dusting on horizontal surfaces.

#### **Monthly**

1. Perform high dusting on vertical surfaces.

#### **Break Room**

1. Re-stock paper products and hand soap as necessary.
1. Remove garbage and replace liner as needed.
2. Take recyclables to designated location.
3. Wipe and disinfect all horizontal surfaces.
4. Vacuum all carpeted areas.
5. Clean and disinfect counter space and sink.
6. Thoroughly clean and disinfect microwave (inside and outside).

#### **Weekly**

1. Perform dusting on horizontal surfaces.

#### **Monthly**

1. Perform high dusting on vertical surfaces.

#### **Restrooms**

##### **Daily**

1. Thoroughly sweep and mop all floors with Neutral floor cleaner with disinfect

2. Thoroughly wash and disinfect all Mirrors, sinks, dispenser, toilets, door handles, partitions, stall walls, etc.
3. Thoroughly clean and Scrub all toilets and Urinals and disinfect
4. Remove all trash and replace liners
5. Replace and Replenish all paper products

### **Monthly**

1. Dust tops of stalls, dispensers, and vents.
2. Floor Care

### **2.1.4.13**

#### **AREA #13 – HEALTH DEPARTMENT (Yeadon) (6659 sq. ft.):**

Each cleaning must consist of:

### **Lobby**

1. Clean and disinfect surfaces daily
2. Mop floor with neutral floor cleaner daily
3. Remove garbage daily and replace liner as needed
4. Sweep floor surfaces daily
5. Vacuum carpeted areas daily
6. Disinfect all high touch points daily
7. Spot clean and remove fingerprints on entrance glass weekly
8. Perform dusting on horizontal surfaces weekly
9. Perform high dusting on vertical surfaces monthly

### **Common Areas**

1. Clean and disinfect surfaces daily
2. Mop floor with neutral floor cleaner daily
3. Remove garbage daily and replace liner as needed
4. Sweep floor surfaces daily
5. Vacuum carpeted areas daily
6. Disinfect all high touch points daily
7. Spot clean and remove fingerprints on entrance glass weekly
8. Perform high dusting on vertical surfaces monthly
9. Perform dusting on horizontal surfaces weekly

### **Kitchen/Breakroom**

1. Mop floor with neutral floor cleaner daily
2. Re-stock paper products and hand soap daily/as necessary
3. Remove garbage daily and replace liner as needed
4. Sweep floor surfaces daily
5. Take recyclables to designated location daily
6. Disinfect all high touch points daily
7. Perform dusting on horizontal surfaces weekly
8. Perform high dusting on vertical surfaces monthly

### **Bathrooms (3)**

1. Clean and disinfect all fixtures (sinks, toilets, urinals) and countertops daily
2. Clean mirrors and spot clean any glass daily
3. Mop floor with neutral floor cleaner daily
4. Re-stock paper products (hand towels, toilet paper) and hand soap daily/as necessary

5. Remove garbage daily and replace liner as needed
6. Sweep floor surfaces daily
7. Disinfect all high touch points daily
8. Perform dusting on horizontal surfaces weekly
9. Spot clean partitions weekly
10. Perform high dusting on vertical surfaces monthly

### **2.1.5 ADDITIONAL REQUIREMENTS**

Contractor must be available for call-in by the Facilities Management Manager or designee. Response time shall be within one (1) hour of call. Contractor must provide a phone number for accepting calls 24 hours per day and 7 days per week. The County must be notified immediately of any phone number changes.

Contractor shall have adequate staff and equipment to accomplish the **Countywide Custodial Services** without delay. All equipment used in this service must meet the manufacturer's safety requirements and be properly installed and functional. All vehicles and equipment must be operated in a safe manner. The County reserves the right to request detailed listings of equipment, staffing, service routes, etc.

Contractor is to adhere to local/county/state noise control ordinances/laws and is responsible to follow all State, County, local and municipal codes regarding the **Countywide Custodial Services**. Contractor must possess and provide, at no cost to the County, appropriate licenses and permits associated with the provision of **Countywide Custodial Services**.

Pursuant to the conditions above, the method of **Countywide Custodial Services**, equipment used, and plan of action shall be up to the Contractor's discretion. In the event the Contractor fails perform services, within the time frames listed above and the County is required to procure services from another vendor, the Contractor may be held liable for any costs over and above the contractual price for the site(s) involved. In such a situation, the additional cost for these services will be billed to the Contractor or payment will be reduced for the additional cost incurred.

### **2.1.6 EXTRA SERVICES**

Extra services are not covered under this contract. Contractor may provide a price quotation for any Extra Services upon request. Extra services are not included in this contract. A purchase order authorizing services will be issued prior to commencement of services. The County reserves the right to obtain additional proposals from other vendors.

### **2.1.7 ASSIGNMENTS/SUBCONTRACTING**

The Contractor selected to do the work set forth herein shall not assign or sub-contract all or any part of said work without the express written permission of the Contract Administrator.

### **PERFORMANCE**

The County's Contract Administrator will monitor the Contractor's work performance. All goods and/or services are to be completed in accordance with the Specifications and the Contractor must present each site in a condition that is completely satisfactory to the Contract Administrator. The Contract Administrator shall have the right to reject any service, which is provided that is not, in his/her opinion, in accordance with the specifications. Any Site rejected by the County shall be re-serviced at the sole expense of the Contractor. Any deficiency in the Contractor's performance shall be reported to the Contractor by telephone and in writing, and the Contractor shall correct such deficiencies no later than twenty-four (24) hours following receipt of such notice. In the case where a dispute arises between the Contractor and the County regarding the Contractor's performance, the Contractor shall perform the service and report the facts to the Contract Administrator who shall render a decision that the Contractor shall act upon. The Contractor may request, in writing, a meeting with the Solicitor and/or Deputy Solicitor to review the reasonableness of the Contract Administrator's decision

after first carrying out such action fully. In the event that the Contractor fails, neglects, or refuses to commence or complete all work as herein specified, the County shall pursue all proper remedies under the Contractor's performance bond as detailed in the specifications.

#### **EMPLOYEES & EMPLOYEE WORKING CONDITIONS**

All work performed under the terms of this contract shall conform to the requirements of any applicable Local, State, or Federal Codes, Laws, or Agencies. The Contractor's attention is specifically directed to the Occupational Safety and Health Act (OSHA). All work shall be in accordance with the requirements of current OSHA standards. Should a conflict exist between the method of work specified and the applicable OSHA regulation, the OSHA regulation shall prevail.

#### **SUPERVISION**

The Contractor shall provide full-time supervision by a competent employee for the purpose of insuring that service is properly completed in accordance with the provisions of this contract. Assigned competent employee shall be able to speak, read and write English. The Contractor's Manager shall at all times make him/herself personally available at each site during the regular workday, or at any other times when the service is being performed, to aid in resolving any problems that may arise. The Contractor shall apply supervision to maintain order and control. There shall be one overall project Manager who shall be the contact person. The Contractor shall notify the County, in writing, the name, contact phone number and pager number, if available, of the Manager and shall notify the County of any change in Manager during the term of the Contract.

#### **EQUIPMENT**

The contractor shall have all equipment and tools necessary to provide all goods and/or services for Delaware County in accordance with the Specifications.

#### **PAYMENTS**

Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. The Contractor shall be required to submit a complete and detailed monthly invoice including the service performed, and the date of the service prior to payment. Invoice must indicate: Invoice #, P.O. #, Contract number, the name of the site(s), month of service(s), the date(s) of service and the type of service rendered. All contracted sites should be submitted on one (1) monthly invoice. Invoices are to be submitted for payment no later than thirty (30) days from the invoice date. The final monthly/seasonal payment of each year will be processed once the final invoice is received and damages that may have been caused by the Contractor have been satisfactorily repaired.

#### **INSURANCE & LIMITS**

The Contractor shall take out and maintain in full force and effect at all times during the life of the Contract, Public Liability and Property Damage Insurance including Automotive and Vehicular coverage, and appropriate Workers' Compensation Coverage, with a company or companies authorized to do business in the Commonwealth of Pennsylvania. The policies of insurance and companies selected shall be acceptable to, and approved by, the County and shall protect him/her performing work covered by this Contract from any and all claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by him/herself or by anyone directly or indirectly employed by either of them. The insurance policy shall be so written as to name the County of Delaware as an "Additional Name Insured," indemnifying the County with respect to the Contractor's action as a part of this Contract. The amount of such insurance shall be as shown in the following paragraphs:

Public Liability and Property Damage Insurance of the type commonly known as "Combined Single Limit" in the amount of \$1,000,000 for both public liability and property damage. Standard Workers' Compensation and

Employers' Liability Insurance indemnifying the Contractor against any loss arising from liabilities for injuries sustained by any and all agents and servants of the Contractor as may be required by law.

### **CERTIFICATES**

Upon notification by the County, the Contractor shall supply to the Contract Administrator within five (5) days of notification, a Certificate of his insurance carrier or carriers that the policies hereinabove required are in full force and effect for the amount required by the Specifications. In addition, the Contractor shall file with the Contract Administrator of the County of Delaware at least ten (10) days prior to the commencement of the work to be performed under this Contract, certificate of his insurance carrier or carriers that the policies hereinabove required are in full force and effect. In addition, the Contractor shall at least ten (10) days prior to any renewal date of the foregoing policies, file certificate of the renewal and continuance of said policies during the life of the Contract. **Each certificate shall specifically provide and shall contain the endorsements that shall name the County of Delaware as an Additional Name Insured indemnifying the County with respect to the Contractor's action as a part of this Contract, and the County of Delaware must be named as a Certificate Holder on all policies covering this Agreement, so that they are notified if the policy is going to be canceled.** The insurance carrier shall give not less than thirty (30) days' notice in writing to the County of its intention to cancel said policy. The certificates shall be approved by the County Solicitor prior to filing with the County Clerk. If there is cancellation of any policy issued in the name of the Contractor, then, when rewritten, the cost of the new policy shall be borne by the Contractor.

### **INDEMNIFICATIONS**

The Contractor shall indemnify and hold the County harmless from and against any and all claims, and liability of any kind, which may result or arise, directly or indirectly from or by reason of the performance of the goods and/or services. The Contractor shall also indemnify and hold the County harmless from any act or omission by the Contractor, its agents, servants, employees, subcontractors' successors or assignees which shall result in any loss of life or property or injury or damage to persons or property in accordance herewith as well as in accordance with the provision of the Performance Bond.

### **ASSIGNMENT OF CONTRACT**

Except as provided herein, the Contractor shall not assign, transfer, convey or in any other manner dispose of this Contract or his obligations hereunder, nor shall he/she in any manner dispose of his/her right, title or interest in or to it or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract. If the Contractor's entire company is sold, this Agreement shall be binding on his/her successors or assignee and will remain in full effect. No such assignment, transfer, conveyance or other disposition with respect to all or any part of said Contract shall be valid or effective until the document evidencing said assignment, transfer, conveyance or other disposition shall be filed in the Office of the County Clerk, reviewed and approved by the County Solicitor, endorsed and certified by both or all parties to said transaction to be a true and complete copy of the entire transaction.

### **BREACH OF CONTRACT & CAUSES FOR A BREACH OF CONTRACT**

In addition to those instances specifically referred to in other sections herein contained, the County shall have the right at its option to terminate the Contract, said termination evidenced by a due and proper resolution of the County Council of Delaware County and by mailing a copy thereof certified by the County Clerk, by Certified mail to the principal place of business of the Contractor, under any one or more of the following circumstances:

- a. If the Contractor becomes insolvent.
- b. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.

- c. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
- d. In the event the Contractor fails to commence work in accordance with the Specifications.
- e. In the event the Contractor shall abandon the work.
- f. In the event the Contractor shall abandon any portion of the work to be performed under the Specifications.
- g. If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants, agreements, contained within the Specifications.
- h. If the Contractor shall, without just cause, reduce his working force to a number which would be insufficient in the opinion of the County, upon the advice of the Contract Administrator. Upon notification of such, if he/she shall fail or refuse to increase such working force within ten (10) days.
- i. The Contractor shall fail to keep, perform, and observe each and every other promise, term, obligation, and agreement set forth in this Agreement on its part to be kept, performed or observed, within ten (10) days after receipt of notice of default thereunder from the County of Delaware and the Contractor shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.
- j. If the Contractor shall sublet, assign, transfer, convey or otherwise dispose of his Contract or any portion thereof other than in accordance with the Specifications.
- k. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.
- l. If the County Solicitor, upon the advice of the Contract Administrator, shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the Specifications.

**NOTICE**

Before the Contract shall be declared terminated, the County shall give notice to the Contractor of the nature of the breach claimed, and the time and the place of hearing, held before the County Council, concerning said charge. The hearing shall not be less than two (2) business days after the date of the mailing of said Notice. During the hearing the contractor may have a certified shorthand reporter present and at which hearing he/she may defend and be represented by counsel. If the Contractor shall have said reporter present, he/she shall furnish to the County a true copy of the transcript of the hearing without cost to the County.

**PERFORMANCE BY THE COUNTY**

In the event of breach of the Contract, the said Contractor shall discontinue all work under the Contract in accordance with the provisions of a resolution of the County Council and said County Council shall thereupon have power to contract for the completion of the goods and services defined in this contract in the manner prescribed by law.

Nothing herein shall restrict the power and authority of the Executive Director and County Council to act in an emergency to assure continuity of the goods and services defined in this contract as provided herein. The County may, in the event the Contractor fails to perform, charge the expense of labor and equipment to the Contractor, and the expense so charged shall be deducted and paid by the County out of such Monies as may be either due, or may at any time thereafter become due to the said Contractor under the Contract. If the expense is greater than the amount, if any, due or to become due to the Contractor, under this Contract, then the Contractor shall promptly remit to the County of Delaware, the total amount of such excess, and the surety bond required herein, in any manner be released from liability to indemnify the County of

Delaware in full for any damages or loss suffered by the said County, by reason of any breach of the terms, conditions, covenants and agreements of the Contract.

The County represents that it has and will have sufficient funds available to the County in its calendar year 2023, and subsequent budgets to pay all the bills of Contractor for the services rendered by Contractor to the County to the extent of, and this Contract shall be limited to, such amounts as may be from time to time appropriated by the governing body.

#### **COMPLETION OF CONTRACT**

The following provision shall apply in the event the County shall be required to complete the Contract whether resulting from complete or partial failure or breach of the Contract by the Contractor: The authority of the County to determine the manner of completion of the Contract shall be absolute in all respects. In the event it shall be necessary for the County to complete the Contract because of default by the Contractor, the County may employ a contractor for this purpose with or without public bidding, or utilize its own resources, acting at its sole discretion. The right to select the contractor to complete the Contract, whether selection is made with or without public bidding, shall be exercised solely by the County. Neither the defaulting Contractor, nor his or its surety shall have any right to participate in said selection.

#### **STRIKES OR LABOR ACTIVITY**

If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor in the County of Delaware or against any operations of the Contractor under this Agreement, whether or not the same is due to the fault of the Contractor and whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the County of Delaware results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the County of Delaware or if as a result of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, or in the event of the Contractor's non-compliance with the Non-Discrimination Clause, the County of Delaware shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Agreement. During the period of suspension, the Contractor shall not perform the service or any other operation hereunder and the County of Delaware shall have the right, to itself, or by any third person or persons selected by it to perform the service. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured. The Contractor shall notify the County of Delaware of such cessation or cure.

#### **CONTRACTOR ADMINISTRATOR**

The Director, Department Head, and/or a duly authorized designee, shall be the Contract Administrator. He/She shall interpret, amplify, and add explanatory information/instructions to the Specifications, so far as the Specifications relate to the performance of the goods and services defined in this contract.

#### **CHANGES TO SPECIFICATIONS**

The Specifications contain all the terms and conditions for the furnishing and delivery of goods and/or services for Delaware County, and there are no other specifications, written or otherwise, between parties regarding the subject matters of the Specifications. No alterations, changes, modifications or variations of the Specifications or terms thereof shall be valid unless in writing and signed by the County and the Contractor or their duly authorized designee.



### SPECIAL GENERAL CONDITIONS

1. Pennsylvania State Criminal background checks must be provided by the Contractor and included for all employees that will be entering County Buildings. Contract will not be accepted without these checks.
2. If new employees are to be brought into our buildings during the course of the contract a PA State background check must be provided by the Contractor before they are allowed to enter our buildings'.
3. The Contractor must be able to verbally understand and communicate with County Personnel to receive any changes to cleaning instructions. The Contractor must also be able to follow and understand written instructions given to them by County Personnel.

### GENERAL CONDITIONS

1. It is understood that parties making bids accept all terms and conditions contained and expressed in the Specifications, General Conditions and Special General Conditions.
2. No verbal instructions or information will be binding. The Specifications will be considered as clear and complete unless attention is called to any apparent discrepancies or incompleteness thereof, before opening of the Bids. Should any change in Specifications be required, they will be issued to all bidders in the form of an Addendum to the Original Bid.
3. Any exception/s taken to the Specifications of this Bid must be in writing listing on a separate page and attached firmly to the Bid.
4. The County reserves the right to reject any or all Bids or parts thereof. They also reserve the right to award the Contract in such a manner deemed to be in the best interest of the County.
5. The Successful Bidder shall be required to enter into a written Contract and Bond with the County of Delaware **within twenty (20) days after notice that his bid has been accepted**, failure to do so shall be sufficient reason for the County Council to rescind their action accepting the Bid and to accept the Bid of the next lowest responsible Bidder. If the Successful Bidder shall fail to execute a Contract as set forth in these General Conditions, deposit will be forfeited as liquidated damages.
6. As this is a multiple year Contract, the Successful Bidder shall be required to furnish a Bond guaranteeing the Contractor's performance for only the first year of the Contract in an amount to be computed by dividing the total Contract price by the number of years the Contract is to run. In that event, the Contractor should furnish a Bond for each succeeding year of the Contract at least sixty (60) days prior to the expiration of the then current Contract year. Should single year bonds as herein described be permitted, then the amount of the Bond for the subsequent years shall be determined by subtracting from the total Contract price the amounts already paid under the Contract in previous year/s and dividing this by the number of years remaining on the Contract; however, an additional ten percent (10%) shall be added to the amount of the Bond for each year after the first year.
7. Each Bidder, when submitting his Bid, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division is exempt from paying. The County Council agrees that they will execute the necessary Forms of Tax Exemption Affidavits, when presented to them by the Successful Bidder. Also, each Bidder must exclude the Pennsylvania Sales Tax Allowance, if any. The County Council agrees that they will execute the necessary Sales Tax Exemption Affidavits.

8. The Contractor agrees to indemnify and save harmless the County and their representatives from all suits or actions of every nature and descriptions brought against them or either of them, or on account of the use of patented appliances, products or processes.
9. Do not ship without a Purchase Order; shipments must have the Contract number and the Purchase Order number on all packages and invoices.
10. Material Safety Data Sheets (MSDS) must be submitted where required for respective products by Successful Bidder prior to Contract execution.
11. No deliveries to be made on the attached list of holidays.
12. Special Note: THE COUNTY MAY DURING THE TERM OF THIS CONTRACT NOT REQUIRE OFFICE CLEANING FROM ONE OR MORE OF THE LOCATIONS. IN THIS EVENT, THE COUNTY SHALL HAVE NO LIABILITY FOR PAYMENTS AND THE CONTRACT SHALL BE CONSIDERED TERMINATED WITH RESPECT TO THE LOCATION OR LOCATIONS INVOLVED.
13. The acceptance of all Bids for Contracts is made expressly conditional upon a satisfactory rating from a pre-award investigation conducted by the Central Purchasing Department.

Contracts shall be awarded to the lowest responsible Bidder. In determining "lowest responsible Bidder", in addition to price, the Central Purchasing Department in its pre-award evaluation shall in consultation with the affected Department Head, ascertain and consider:

- a. The expertise of the Bidder to perform the Contract or provide the service required.
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified and with adequate supervisory personnel.
- c. The character, integrity, reputation, and judgment of the Bidder.
- d. The quality of performance on previous Contracts and services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
- f. The sufficiency of the financial resources of the Bidder to perform the Contract or provide the service.
- g. The ready availability of supplies necessary to discharge performance in a prompt and workmanlike manner.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract.
- i. The number and scope of conditions attached to the Bid.

The following factors will automatically disqualify a low bidder:

- a. Default on the payment of taxes, licenses, or other monies due the County.
- b. Default, breach or repudiation on a past Contract or Contracts which reflect a course of performance deemed deleterious to the County's Best Interest

**EXHIBIT A  
COMPENSATION**

The County of Delaware agrees to compensate the Contractor as follows:

The County of Delaware agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$227,664.00 (\$75,888.00/Year) Two-Hundred Twenty-Seven Thousand, Six-Hundred Sixty-Four Dollars and Zero Cents, which is the estimated cost for goods and services for a period of three (3) years. The unit price(s) are as provided below:

ALL AREAS PER MONTH	CNS Cleaning Company
<b>Property Name and Address - Cost Per Month</b>	Bristol, PA
Administrative Office for District Justices 100 W. Front Street, Media PA	\$293.00
Upper Darby District Courts 1550 Garrett Road, Upper Darby, PA	\$793.00
Voting Machine Building 403 E. 24th Street & Potter St., Chester, PA	\$257.00
Health Department, Juvenile Office & Adult Probation 5 th & Penn Streets, Chester, PA	\$1,653.00
Lewis House, Environmental Center, Leedom House 1671 N Providence Rd, Media, PA 19063	\$287.00
Whole House (Rose Tree Park) and Hunt Club Building 1671 N Providence Rd, Media, PA 19063	\$287.00
Bottom Floor (Rose Tree Park) 1671 N Providence Rd, Media, PA 19063	\$287.00
Medical Examiner's Office Area Only 340 N. Middletown Rd. Media PA	\$488.00
Planning Department 1055 Baltimore Pike 1st Fl., Media, PA	\$487.00
EMS Offices (Ogden House) 350 N. Middletown Rd. Media PA 19063	\$495.00
Pa State Crime Lab 350 N. Middletown Rd. Lima, PA 19037	\$997.00
<b>MONTHLY</b>	<b>\$6,324.00</b>
<b>ANNUALLY</b>	<b>\$75,888.00</b>
<b>3-YEAR CONTRACT TOTAL</b>	<b>\$ 227,664.00</b>

**PURCHASING FORMS:**

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**(APPENDIX A)** County of Delaware Checklist

**(APPENDIX B)** Proposal Cost Form

**(APPENDIX C)** Non-Collusion Affidavit

**(APPENDIX D)** Disclosure of Ownership Form

**(APPENDIX E)** Insurance Requirement Acknowledgement Form

**(APPENDIX F)** Professional Service Entity Information Form

**(APPENDIX G)** Qualification Affidavit

**(APPENDIX I)** Acknowledgement of Corrections, Additions or Deletions Form

**(APPENDIX J)** Statement of Indebtedness Form

**(APPENDIX K)** Agreement for Payment of Commodity/Service Form

**(APPENDIX N)** Certificate of Good Standing/Subsistence Certificate

**(APPENDIX O)** Political Contribution Disclosure Form

**(APPENDIX Q)** Diversity Business Enterprise Program

**CONTRACTOR DOCUMENTS ATTACHED HERE AFTER**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Patti Pinizzotto, Facilities Management

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Contract with Media Plumbing and Heating, Inc. dba Kinetix in an amount not to exceed \$72,023.16 for fire monitoring and inspections of various Delaware County Buildings for a period of one (1) year with the option to extend for four (4) additional one (1) year periods. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-0744-630020

**ESTIMATED/ACTUAL COST OF REQUEST:** \$72,023.16

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

### ATTACHMENTS:

- [BID EVALUATION LETTER - FIRE MONITORING & INSPECTIONS SERVICES \(eFMD-012423\) -FEB. 2023.pdf](#)
- [FIRE MONITORING & INSPECTION SERVICES - BID TABULATION - EVALUATION - JAN. 2023.pdf](#)
- [Bid - Media Plumbing & Heating, DBA Kinetix.pdf](#)
- [FIRE MONITORING and INSPECTION SERVICES-Kinetix-CONTRACT FOR SERVICES-FEB.2023.pdf](#)





CENTRAL PURCHASING  
**COUNTY OF DELAWARE PENNSYLVANIA**

GOVERNMENT CENTER BUILDING  
 201 W. FRONT STREET  
 MEDIA, PENNSYLVANIA 19063

**Marc Woolley**  
 Interim Executive Director

LISA L. JACKSON, Q.P.A.  
 Central Purchasing Director

Telephone: (610) 891-4427  
 Fax: (610) 566-8565

TO: Ed Orner, Division Manager Facilities  
 FROM: Lisa L. Jackson, QPA, Director of Central Purchasing  
 RE: Fire Monitoring and Inspection Services (eFMD-012423)  
 Bid Evaluation  
 DATE: February 13, 2023

On Tuesday, January 24, 2023, bids were accepted for Fire Monitoring and Inspection Services. Via PennBid, the Invitation to Bid announcement was sent out to 3,444 vendors. The documents were viewed by 32 and downloaded by 28 vendors; however, only three (3) submitted their bid proposal(s) for review and consideration. The three (3) bidder(s) are: Anaconda Protective Concepts, Arora Systems Group, LLC, and Media Plumbing & Heating, Inc. DBA Kinetix. Attached is a copy of the fully, detailed tabulation/worksheet with prices. The condensed bid results are listed below:

	ANACONDA PROTECTIVE CONCEPTS	ARORA SYSTEMS GROUP, LLC	MEDIA PLUMBING & HEATING INC., DBA KINETIX
	Newark, DE	Chadds Ford, PA	Boothwyn, PA
	Years 1, 2, & 3	Years 1, 2, & 3	Years 1, 2, & 3
<b>SECTION 1 - SPRINKLER &amp; STANDPIPE SYSTEMS</b>	\$ 36,100.00	\$ 62,580.00	\$ 39,109.60
<b>SECTION 2 - BACKFLOWS</b>	\$ 4,400.00	\$ 11,000.00	\$ 2,736.75
<b>SECTION 3 - PORTABLE FIRE EXTINGUISHERS &amp; FIRE SUPPRESSION SYSTEMS</b>	\$ 17,964.00	\$ 3,425.94	\$ 11,498.50
<b>SECTION 4 - INSPECTION of FIRE DETECTION &amp; ALARM SYSTEMS (SMOKE DETECTORS)</b>	\$ 19,494.00	\$ 21,500.00	\$ 16,187.48
<b>SECTION 5 - CENTRAL STATION MONITORING</b>	\$ 6,314.00	\$ 3,780.00	\$ 2,490.83
	<b>\$ 84,272.00</b>	<b>\$ 102,285.94</b>	<b>\$ 72,023.16</b>

If the total cost **\$72,023.16** falls within the expanse of the estimated cost for this project, it is recommended that the contract award be granted to Media Plumbing & Heating Inc. DBA **Kinetix** of Boothwyn, PA based on their lowest, responsible, and responsive bid. However, if not, it is recommended that all bids be rejected for substantially exceeding the cost estimate and to re-bid the project.

For any further questions and/or concerns, please contact me at (x-4427).

cc: Jonathan Lichtenstein, Deputy Solicitor  
 Anne Coogan, County Clerk  
 Marc Wooley, Interim Executive Director

LU/yj

**FIRE MONITORING and INSPECTION SERVICES**

BID OPENING: TUES., JAN. 24, 2023

TIME: 11:00 a.m.

<b>VENDOR NAME:</b>	<b>ANACONDA PROTECTIVE CONCEPTS</b>	<b>ARORA SYSTEMS GROUP, LLC</b>	<b>MEDIA PLUMBING &amp; HEATING INC., dba KINETIX</b>
<b>VENDOR ADDRESS:</b>	210 Executive Drive- Suite 6 Newark, DE 19702	61 Wilmington-West Chester Pike Chadds Ford, PA 19317	22 Creek Parkway Boothwyn, PA 19061
<b>CONTACT PERSON:</b>	Kimberly Parisi	Adam Oliver	Alexandra Witkowski
<b>COMPANY TELEPHONE:</b>	302-834-1125	610-459-7944	610-627-1600
<b>FAX or OTHER:</b>	302-834-1159	215-352-6519	610-627-1657
<b>EMAIL ADDRESS:</b>	<a href="mailto:kim.paris@anacondaprotectiveconcepts.com">kim.paris@anacondaprotectiveconcepts.com</a>	<a href="mailto:aoliver@arorasystemsgroup.com">aoliver@arorasystemsgroup.com</a>	<a href="mailto:awitkowski@kinetixfire.com">awitkowski@kinetixfire.com</a>

QTY	UOM	SECTION 1 - SPRINKLER & STANDPIPE SYSTEMS	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
1	Lump Sum	Curran Building, Courthouse Complex, Media, Pa	\$1,805.00	\$1,913.00	\$1,913.00	\$4,480.00	\$5,152.00	\$5,409.60	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	Fronefield Building, Courthouse Complex, Media, Pa	\$4,512.50	\$4,783.00	\$4,783.00	\$3,360.00	\$3,864.00	\$4,507.20	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	Government Center Building, Courthouse Complex, Media, Pa	\$5,415.00	\$5,740.00	\$5,740.00	\$13,860.00	\$15,939.00	\$16,735.95	\$14,136.00	\$4,879.20	\$5,016.00
1	Lump Sum	Main Courthouse Building, Courthouse Complex, Media, Pa	\$5,415.00	\$5,740.00	\$5,740.00	\$6,720.00	\$7,728.00	\$8,114.40	\$14,136.00	\$4,879.20	\$5,016.00
1	Lump Sum	Government Center Building Parking, Courthouse Complex, Media, Pa	\$1,805.00	\$1,913.00	\$1,913.00	\$4,480.00	\$5,152.00	\$5,409.60	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	Voting Machine Warehouse Chester, Pa	\$1,805.00	\$1,913.00	\$1,913.00	\$3,360.00	\$3,864.00	\$4,057.20	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	Building No. 19, Fair Acres Lima, Pa	\$1,805.00	\$1,913.00	\$1,913.00	\$3,360.00	\$3,864.00	\$4,057.20	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	DELCO Emergency Communications Center Watkins Bldg., Lima, Pa	\$4,512.50	\$4,783.00	\$4,783.00	\$4,480.00	\$5,152.00	\$5,409.60	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	DELCO Juvenile Detention Center Lima, Pa	\$5,415.00	\$5,740.00	\$5,740.00	\$11,200.00	\$12,880.00	\$13,524.00	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	151 W. 5th St. Chester, Pa	\$1,805.00	\$1,913.00	\$1,913.00	\$3,640.00	\$4,186.00	\$4,395.30	\$9,895.20	\$3,415.44	\$3,511.20
1	Lump Sum	P.S.P. Crime Lab Lima, Pa	\$1,805.00	\$1,913.00	\$1,913.00	\$3,640.00	\$4,186.00	\$4,395.30	\$9,895.20	\$3,415.44	\$3,511.20
		<b>ACTUAL TOTAL COST</b>	<b>\$36,100.00</b>	<b>\$38,264.00</b>	<b>\$38,264.00</b>	<b>\$62,580.00</b>	<b>\$71,967.00</b>	<b>\$76,015.35</b>	<b>\$117,328.80</b>	<b>\$40,497.36</b>	<b>\$41,632.80</b>
		<b>ACTUAL ANNUAL COST</b>							<b>\$ 39,109.60</b>		

		REGULAR HOURS	OVERTIME	SUNDAYS & HOLIDAYS	REGULAR HOURS	OVERTIME	SUNDAYS & HOLIDAYS	REGULAR HOURS	OVERTIME	SUNDAYS & HOLIDAYS	
1	Per Hour	Mechanic (Years 1, 2, & 3)	\$ 128.00	\$ 192.00	\$ 256.00	\$ 150.00	\$ 225.00	\$ 300.00	\$95.00	\$ 142.50	\$ 142.50
1	Per Hour	Mechanic's Helper (Years 1, 2, & 3)	\$ 100.00	\$ 150.00	\$ 200.00	\$ 125.00	\$ 187.50	\$ 250.00	\$85.00	\$ 127.50	\$ 127.50
1	Per Hour	Mechanic (Year 4)	\$ 128.00	\$ 192.00	\$ 256.00	\$ 165.00	\$ 247.50	\$ 330.00	\$125.00	\$ 187.50	\$ 187.50
1	Per Hour	Mechanic's Helper (Year 4)	\$ 100.00	\$ 150.00	\$ 200.00	\$ 137.50	\$ 206.25	\$ 275.00	\$105.00	\$ 157.50	\$ 157.50
1	Per Hour	Mechanic (Year 5)	\$ 128.00	\$ 192.00	\$ 256.00	\$ 173.25	\$ 259.88	\$ 346.50	\$125.00	\$ 187.50	\$ 187.50
1	Per Hour	Mechanic's Helper (Year 5)	\$ 100.00	\$ 150.00	\$ 200.00	\$ 144.38	\$ 216.56	\$ 288.75	\$105.00	\$ 157.50	\$ 157.50
		Materials and Supplies Estimated Plus (Mark-Up)	<b>15%</b>			<b>10%</b>					<b>15%</b>
		Mechanic's Helper (Year 5)	<b>25%</b>			<b>10%</b>					<b>10%</b>

		SECTION 2 - BACKFLOWS	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
3	Lump Sum	Curran Building, Courthouse Complex, Media, Pa (3 Backflow Preventers)	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,725.00	\$ 1,811.25	\$ 1,151.25	\$ 393.75	\$ 397.50
1	Lump Sum	Fronefield Building, Courthouse Complex, Media, Pa (1 Backflow Preventers) - Chiller Room	\$ 200.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 383.75	\$ 125.75	\$ 130.00
2	Lump Sum	Fronefield Building, Courthouse Complex, Media, Pa (2 Backflow Preventers) - Boiler Room	\$ 400.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,150.00	\$ 1,207.50	\$ 765.50	\$ 309.00	\$ 312.00
2	Lump Sum	Government Center Building, Courthouse Complex, Media, Pa (2 Backflow Preventers)	\$ 400.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,150.00	\$ 1,207.50	\$ 921.00	\$ 315.00	\$ 318.00
1	Lump Sum	Main Courthouse Building, Courthouse Complex, Media, Pa (1 Backflow Preventer)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 460.50	\$ 157.50	\$ 159.00
1	Lump Sum	Voting Machine Warehouse Chester, Pa (1 Backflow Preventer)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 460.50	\$ 157.50	\$ 159.00
1	Lump Sum	Building No. 19, Fair Acres Lima, Pa (1 Backflow Preventer)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 460.50	\$ 157.50	\$ 159.00
5	Lump Sum	DELCO Emergency Communications Center Watkins Bldg., Lima, Pa (5 Backflow Preventer)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,875.00	\$ 3,018.75	\$ 1,535.00	\$ 525.00	\$ 530.00
3	Lump Sum	DELCO Juvenile Detention Center Lima, Pa (3 Backflow Preventers)	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,725.00	\$ 1,811.25	\$ 1,151.25	\$ 393.75	\$ 397.50
2	Lump Sum	5th & Penn, Chester, Pa (2 Backflow Preventers)	\$ 400.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,150.00	\$ 1,207.50	\$ 460.50	\$ 157.50	\$ 159.00
1	Lump Sum	P.S.P. Crime Lab Lima, Pa (1 Backflow Preventer)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 460.50	\$ 157.50	\$ 159.00
			<b>\$ 4,400.00</b>	<b>\$ 4,400.00</b>	<b>\$ 4,400.00</b>	<b>\$ 11,000.00</b>	<b>\$ 12,650.00</b>	<b>\$ 13,282.50</b>	<b>\$ 8,210.25</b>	<b>\$ 2,849.75</b>	<b>\$ 2,880.00</b>
									<b>\$ 2,736.75</b>		

	ITEM # 1	SECTION 3 - PORTABLE FIRE EXTINGUISHERS & FIRE SUPPRESSION SYSTEMS	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
10	Per Unit	Fronefield Bldg.	\$ 108.90	\$ 108.90	\$ 108.90	\$ 49.38	\$ 56.78	\$ 59.62	\$ 308.00	\$ 107.00	\$ 109.00
13	Per Unit	Fronefield Garage	\$ 141.57	\$ 141.57	\$ 141.57	\$ 64.19	\$ 73.82	\$ 77.51	\$ 400.40	\$ 139.10	\$ 141.70
7	Per Unit	Fronefield Boiler Room	\$ 76.23	\$ 76.23	\$ 76.23	\$ 34.56	\$ 39.75	\$ 41.73	\$ 215.60	\$ 74.90	\$ 76.30
12	Per Unit	Curran Building	\$ 130.68	\$ 130.68	\$ 130.68	\$ 59.25	\$ 68.14	\$ 71.54	\$ 369.60	\$ 128.40	\$ 130.80
49	Per Unit	Gov't. Center Bldg.	\$ 533.61	\$ 533.61	\$ 533.61	\$ 241.95	\$ 278.23	\$ 292.14	\$ 1,509.20	\$ 524.30	\$ 534.10
3	Per Unit	Gov't. Center "A" Level Garage	\$ 32.67	\$ 32.67	\$ 32.67	\$ 14.81	\$ 17.03	\$ 17.89	\$ 92.40	\$ 32.10	\$ 32.70
11	Per Unit	Gov't. Center "B" Level Garage	\$ 119.79	\$ 119.79	\$ 119.79	\$ 54.31	\$ 62.46	\$ 65.58	\$ 338.80	\$ 117.70	\$ 119.90
11	Per Unit	Gov't. Center "C" Level Garage	\$ 119.79	\$ 119.79	\$ 119.79	\$ 54.31	\$ 62.46	\$ 65.58	\$ 338.80	\$ 117.70	\$ 119.90
4	Per Unit	Gov't. Center "D" Level Garage	\$ 43.56	\$ 43.56	\$ 43.56	\$ 19.75	\$ 22.71	\$ 23.85	\$ 123.20	\$ 42.80	\$ 43.60
71	Per Unit	Courthouse	\$ 773.19	\$ 773.19	\$ 773.19	\$ 350.56	\$ 403.15	\$ 423.30	\$ 2,186.80	\$ 759.70	\$ 773.90
12	Per Unit	Cat Room & Spares	\$ 130.68	\$ 130.68	\$ 130.68	\$ 59.25	\$ 68.14	\$ 71.54	\$ 369.60	\$ 128.40	\$ 130.80
	ITEM # 2										
	N/A	Fronefield & Parking Garages - 6 - 50 lb. Wheeled Unit	\$ 65.34	\$ 65.34	\$ 65.34	\$ 157.50	\$ 181.13	\$ 190.18	\$ 462.00	\$ 160.50	\$ 163.50
	ITEM # 3										
39	Per Unit	Juvenile Detention Center	\$ 424.71	\$ 424.71	\$ 424.71	\$ 192.56	\$ 221.45	\$ 232.52	\$ 1,201.20	\$ 417.30	\$ 425.10
	ITEM # 4										
21	Per Unit	Emergency Communications Ctr.	\$ 228.69	\$ 228.69	\$ 228.69	\$ 103.69	\$ 119.24	\$ 125.20	\$ 646.80	\$ 224.70	\$ 228.90
	ITEM # 5										
11	Per Unit	Voting Machine Warehouse	\$ 119.79	\$ 119.79	\$ 119.79	\$ 54.31	\$ 62.46	\$ 65.58	\$ 338.30	\$ 117.70	\$ 119.90
	ITEM # 6										
9	Per Unit	5th & Penn Sts. - State Health	\$ 98.00	\$ 98.00	\$ 98.00	\$ 44.44	\$ 51.10	\$ 23.66	\$ 277.20	\$ 96.30	\$ 98.10
	ITEM # 7										
20	Per Unit	Bldg. #19, Fair Acres Complex	\$ 217.80	\$ 217.80	\$ 217.80	\$ 98.75	\$ 113.56	\$ 119.24	\$ 616.00	\$ 214.00	\$ 218.00
	ITEM # 8										
5	Per Unit	P.S.P. Crime Lab	\$ 54.00	\$ 54.00	\$ 54.00	\$ 24.69	\$ 28.39	\$ 29.81	\$ 154.00	\$ 53.50	\$ 54.50
	ITEM # 9										
	N/A	Government Center Cafeteria: Ansul R-101- 20 Dry System	\$ 1,237.00	\$ 1,237.00	\$ 1,237.00	\$ 462.50	\$ 531.88	\$ 558.47	\$ 15,400.00	\$ 5,350.00	\$ 5,450.00
	ITEM # 10										
	N/A	Government Center Data Processing Computer Room: Kidde Halon 1301 System	\$ 3,517.00	\$ 3,517.00	\$ 3,517.00	\$ 625.00	\$ 718.75	\$ 754.69	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50



**FIRE MONITORING and INSPECTION SERVICES**

BID OPENING: TUES., JAN. 24, 2023

TIME: 11:00 a.m.

<b>VENDOR NAME:</b>	<b>ANACONDA PROTECTIVE CONCEPTS</b>	<b>ARORA SYSTEMS GROUP, LLC</b>	<b>MEDIA PLUMBING &amp; HEATING INC., dba KINETIX</b>
<b>VENDOR ADDRESS:</b>	210 Exexecutive Drive- Suite 6 Newark, DE 19702	61 Wilmington-West Chester Pike Chadds Ford, PA 19317	22 Creek Parkway Boothwyn, PA 19061
<b>CONTACT PERSON:</b>	Kimberly Parisi	Adam Oliver	Alexandra Witkowski
<b>COMPANY TELEPHONE:</b>	302-834-1125	610-459-7944	610-627-1600
<b>FAX or OTHER:</b>	302-834-1159	215-352-6519	610-627-1657
<b>EMAIL ADDRESS:</b>	<a href="mailto:kim.parsi@anacondaprotectiveconcepts.com">kim.parsi@anacondaprotectiveconcepts.com</a>	<a href="mailto:aoliver@arorasystemsgroup.com">aoliver@arorasystemsgroup.com</a>	<a href="mailto:awitkowski@kinetixfire.com">awitkowski@kinetixfire.com</a>

ITEM #	DESCRIPTION	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
<b>ITEM # 11</b>	<b>SECTION 3 - PORTABLE FIRE EXTINGUISHERS &amp; FIRE SUPPRESSION SYSTEMS (Continued)</b>									
N/A	Courthouse Electronic Recording Center: Kidde Halon 1301 System	\$ 3,517.00	\$ 3,517.00	\$ 3,517.00	\$ 462.50	\$ 531.88	\$ 558.47	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50
<b>ITEM # 12</b>									\$ 1,337.50	\$ 1,362.50
N/A	Juvenile Detention Center Kitchen Safety First Model # ARS-30	\$ 1,237.00	\$ 1,237.00	\$ 1,237.00	\$ 462.50	\$ 531.88	\$ 558.47	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50
<b>ITEM # 13</b>									\$ 1,337.50	\$ 1,362.50
N/A	Emergency Communications Ctr. Radio Room 1-Scan/co 2 System 10 Bottles (Approx.)	\$ 5,037.00	\$ 5,037.00	\$ 5,037.00	\$ 737.50	\$ 848.13	\$ 890.53	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50
		<b>\$ 17,964.00</b>	<b>\$ 17,964.00</b>	<b>\$ 17,964.00</b>	<b>\$ 3,425.94</b>	<b>\$ 3,939.85</b>	<b>\$ 4,106.82</b>	<b>\$ 34,495.50</b>	<b>\$ 14,659.00</b>	<b>\$ 14,933.00</b>
								<b>\$ 11,498.50</b>		

	SECTION 3	5 LB. ABC	10 LB. ABC	50 LB. Wheeled Unit	5 LB. ABC	10 LB. ABC	50 LB. Wheeled Unit	5 LB. ABC	10 LB. ABC	50 LB. Wheeled Unit
1 Lump Sum	Yearly Inspection	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 21.50	\$ 10.00	\$ 10.00	\$ 10.00
1 Lump Sum	6 Year Maintenance	\$ 39.00	\$ 50.00	\$ 325.00	\$ 30.00	\$ 40.00	\$ 175.00	\$ 34.00	\$ 36.00	\$ 225.00
1 Lump Sum	12 Year Hydro	\$ 45.00	\$ 58.00	\$ 625.00	\$ 20.00	\$ 20.00	\$ 125.00	\$ 39.00	\$ 43.00	\$ 255.00
1 Lump Sum	Recharging Extinguishers	\$ 60.00	\$ 78.00	\$ 550.00	\$ 30.00	\$ 40.00	\$ 175.00	\$ 45.00	\$ 55.00	\$ 265.00
1 Lump Sum	"O" Ring Replacement	\$ 39.00	\$ 50.00	\$ 325.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 10.00	\$ 10.00	\$ 10.00
1 Lump Sum	Pull Pin Replacement	\$ 10.00	\$ 10.00	N/A	\$ 5.00	\$ 5.00	\$ 5.00	\$ 10.00	\$ 10.00	\$ 10.00
1 Lump Sum	Installation of HMCL	N/A	N/A	N/A	\$ 5.00	\$ 5.00	\$ 5.00	\$ -	\$ -	\$ -
	<b>5 LB. &amp; 10 LB. ABC EXTINGUISHER REPLACEMENT COST</b>			<b>\$60.00 &amp; \$78.00</b>			<b>\$ 90.00</b>			<b>\$55.00 &amp; \$80.00</b>

	SECTION 4 - INSPECTION of FIRE DETECTION & ALARM SYSTEMS (SMOKE DETECTORS)	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
1 Lump Sum	Curran Building, Courthouse Complex, Media, Pa	\$ 1,026.00	\$ 1,087.00	\$ 1,087.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 5,026.56	\$ 1,746.24	\$ 1,762.56
1 Lump Sum	Fronefield Building, Courthouse Complex, Media, Pa	\$ 4,104.00	\$ 4,350.00	\$ 4,350.00	\$ 4,000.00	\$ 4,600.00	\$ 4,830.00	\$ 5,026.56	\$ 1,746.24	\$ 1,762.56
1 Lump Sum	Government Center Building, Courthouse Complex, Media, Pa	\$ 2,052.00	\$ 2,175.00	\$ 2,175.00	\$ 4,000.00	\$ 4,600.00	\$ 4,830.00	\$ 5,026.56	\$ 1,746.24	\$ 1,762.56
1 Lump Sum	Main Courthouse Building, Courthouse Complex, Media, Pa	\$ 2,052.00	\$ 2,175.00	\$ 2,175.00	\$ 6,000.00	\$ 6,900.00	\$ 7,245.00	\$ 7,225.68	\$ 2,510.22	\$ 2,533.68
1 Lump Sum	Government Center Building Parking, Courthouse Complex, Media, Pa	\$ 1,026.00	\$ 1,087.00	\$ 1,087.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 1,256.64	\$ 436.56	\$ 440.64
1 Lump Sum	Voting Machine Warehouse Chester, Pa	\$ 1,026.00	\$ 1,087.00	\$ 1,087.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 1,508.07	\$ 523.87	\$ 528.77
1 Lump Sum	5th & Penn Building, 151 W 5th St Chester, Pa	\$ 1,026.00	\$ 1,087.00	\$ 1,087.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 1,523.66	\$ 529.33	\$ 534.28
1 Lump Sum	Building No. 19, Fair Acres Lima, Pa	\$ 1,026.00	\$ 1,087.00	\$ 1,087.00	\$ 1,000.00	\$ 1,150.00	\$ 1,207.50	\$ 1,523.66	\$ 529.33	\$ 534.28
1 Lump Sum	DELCO Emergency Communications Center Watkins Bldg., Lima, Pa	\$ 1,026.00	\$ 1,087.00	\$ 1,087.00	\$ 2,000.00	\$ 2,300.00	\$ 2,415.00	\$ 5,969.04	\$ 2,073.66	\$ 2,093.74
1 Lump Sum	DELCO Juvenile Detention Center Lima, Pa	\$ 4,104.00	\$ 4,350.00	\$ 4,350.00	\$ 2,000.00	\$ 2,300.00	\$ 2,415.00	\$ 7,238.00	\$ 2,514.50	\$ 2,538.00
1 Lump Sum	P.S.P. Crime Lab Lima, Pa	\$ 1,026.00	\$ 1,087.00	\$ 1,087.00	\$ 500.00	\$ 575.00	\$ 603.75	\$ 7,238.00	\$ 2,514.50	\$ 2,538.00
		<b>\$ 19,494.00</b>	<b>\$ 20,659.00</b>	<b>\$ 20,659.00</b>	<b>\$ 21,500.00</b>	<b>\$ 24,725.00</b>	<b>\$ 25,961.25</b>	<b>\$ 48,562.43</b>	<b>\$ 16,870.69</b>	<b>\$ 17,029.07</b>
								<b>\$ 16,187.48</b>		

	SECTION 5 - CENTRAL STATION MONITORING	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
1 Lump Sum	Curran Building, Courthouse Complex, Media, Pa	\$ 902.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 604.80	\$ 622.94	\$ 1,067.50	\$ 367.50	\$ 371.00
1 Lump Sum	Voting Machine Warehouse Chester, Pa	\$ 902.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 604.80	\$ 622.94	\$ 1,067.50	\$ 367.50	\$ 371.00
1 Lump Sum	Building No. 19, Fair Acres Lima, Pa	\$ 902.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 604.80	\$ 622.94	\$ 1,067.50	\$ 367.50	\$ 371.00
1 Lump Sum	DELCO Emergency Communications Center Watkins Bldg., Lima, Pa	\$ 902.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 604.80	\$ 622.94	\$ 1,067.50	\$ 367.50	\$ 371.00
1 Lump Sum	DELCO Juvenile Detention Center Lima, Pa	\$ 902.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 604.80	\$ 622.94	\$ 1,067.50	\$ 367.50	\$ 371.00
1 Lump Sum	DELCO Juvenile Detention Center 151 W. 5th St. Chester, Pa	\$ 902.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 604.80	\$ 622.94	\$ 1,067.50	\$ 367.50	\$ 371.00
1 Lump Sum	P.S.P. Crime Lab 350. N. Middletown Rd., Lima, PA	\$ 902.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 604.80	\$ 622.94	\$ 1,067.50	\$ 367.50	\$ 371.00
		<b>\$ 6,314.00</b>	<b>\$ 3,850.00</b>	<b>\$ 3,850.00</b>	<b>\$ 3,780.00</b>	<b>\$ 4,233.60</b>	<b>\$ 4,360.58</b>	<b>\$ 7,472.50</b>	<b>\$ 2,572.50</b>	<b>\$ 2,597.00</b>
								<b>\$ 2,490.80</b>		

ADDITIONAL DOCUMENTS						
BID BOND (N/A)				ATLANTIC SPECIALTY INSURANCE CO. - 10%		
CONSENT OF SURETY (N/A)				ATLANTIC SPECIALTY INSURANCE CO.		
(APPENDIX A) - Submission Checklist		NOT INCLUDED		NOT INCLUDED		NOT INCLUDED
(APPENDIX B) - Cost Proposal Form		X		X		X
(APPENDIX C) - Non-Collusion Affidavit		X		X		X
(APPENDIX D) - Disclosure of Ownership		X		X		X
(APPENDIX E) - Insurance Requirement Acknowledgement Form		X		X		X
(APPENDIX F) - Professional Service Entity Information Form		X		X		X
(APPENDIX G) - Qualification Affidavit		X		X		X
(APPENDIX I) - Acknowledgement of Corrections, Additions or Deletions Form		X				X
(APPENDIX J) - Statement of Indebtedness Form		X		X		X
(APPENDIX K) - Agreement of Payment of Commodity/Service Form		X		X		X
(APPENDIX N) - Certificate of Good Standing/Subsistence Certificate		X - Cert of Reg.		X - Cert of Reg.		X
(APPENDIX O) - Political Contribution Disclosure Form		X		X		X
(APPENDIX Q) - Diversity Business Enterprise Program		X		X		X

\*\*\* The total cost for each section listed in RED font represent the actual cost instead of the miscalculations submitted on bidders actual proposal submission.\*\*\*

APPENDIX B

FIRE MONITORING AND INSPECTION SERVICES

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF DELAWARE  
COUNTY COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

FIRE MONITORING AND INSPECTION SERVICES

The undersigned is a (Corporation) (Partnership) under the laws of the State of PA having its  
(Individual)

Principal office at 12 CREEK PARKWAY, BOOTHWYN PA 19061

MECH PUMPING & HEATING INC  
Company DBA KINETIX

23-2775035  
Federal I.D. # or Social Security #

12 CREEK PARKWAY, BOOTHWYN PA 19061  
Address

[Signature]  
Signature of Authorized Agent

NICOLAS PRANTE  
Type or Print Name

PRESIDENT  
Title of Authorized Agent

1/17/25  
Date

610 627 1606  
Telephone Number

FINANCE@KINETIXFIRE.COM  
Email Address

1610 627 1657  
Fax Number

## APPENDIX B - 2

## FIRE MONITORING AND INSPECTION SERVICES

## PROPOSAL (SECTION 1)

The undersigned hereby offers to supply all labor, material, supervision and services for the Inspection, Service and Maintenance of Sprinkler and Standpipe Systems in County-Owned Buildings at various locations in the County of Delaware, PA.

SPRINKLER AND STANDPIPE SYSTEMS			
Locations	Years 1, 2, & 3 <i>Total Annual Cost</i>	Year 4	Year 5
Curran Building, Courthouse Complex Media, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
Fronefield Building, Courthouse Complex Media, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
Government Center Building, Courthouse Complex, Media, PA	\$ 14,136.00	\$ 4,879.20	\$ 5,016.00
Main Courthouse Building, Courthouse Complex, Media, PA	\$ 14,136.00	\$ 4,879.20	\$ 5,016.00
Government Center Building Parking, Courthouse Complex, Media, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
Voting Machine Warehouse Chester, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
Building No. 19, Fair Acres Lima, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
DELCO Emergency Communications Center Watkins Bldg., Lima, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
DELCO Juvenile Detention Center Lima, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
151 W. 5 <sup>th</sup> St. Chester, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
P.S.P. Crime Lab Lima, PA	\$ 9,895.20	\$ 3,415.44	\$ 3,511.20
<b>Grand Total (Annual Cost for 11 Sites):</b>	\$ 109,128.40	\$ 40,497.36	\$ 41,632.80

APPENDIX B - 3

PROPOSAL (SECTION 1 CONTINUED)

If required, labor for repairs to any of the systems shall be at the following schedule of charges

	Regular per hour	Overtime per hour	Sundays Holidays
	(7:00am – 3:30pm) (8:00 am-4: 30 pm)		
Mechanic (Years 1, 2, & 3)	\$ 95.00	\$ 142.50	\$ 142.50
Mechanic’s Helper (Years 1, 2, & 3)	\$ 85.00	\$ 127.50	\$ 127.50
Mechanic (Year 4)	\$ 125.00	\$ 187.50	\$ 187.50
Mechanic’s Helper (Year 4)	\$ 105.00	\$ 157.50	\$ 157.50
Mechanic (Year 5)	\$ 125.00	\$ 187.50	\$ 187.50
Mechanic’s Helper (Year 5)	\$ 105.00	\$ 157.50	\$ 157.50

Materials and Supplies Estimated Plus <i>(Mark-Up)</i>	\$ 15%	
Sub-contract cost Estimate Plus <i>(Mark-Up)</i>	\$ 10%	

It is understood that we will execute attached Form of Contract with the County of Delaware within twenty (20) days after notice of acceptance of this Proposal.

APPENDIX B - 4

PROPOSAL (SECTION 2)

The work covered by these specifications consists of furnishing all equipment, tools, materials, labor and services for the inspection, testing, maintenance, minor repairs, replacements, and adjustments of all Backflow preventers in various County-Owned buildings in Delaware County, Pennsylvania as follows:

BACKFLOWS				
Locations	No# of Backflow Preventers	Years 1, 2, & 3 <i>Total Annual Cost</i>	Year 4	Year 5
Curran Building	3	\$ 1,151.25	\$ \$ 393.75	\$ 397.50
Fronefield Building – Chiller Room	1	\$ 383.75	\$ 125.75	\$ 130.00
Fronefield Building – Boiler Room	2	\$ 765.50	\$ \$ 309.00	\$ \$ 312.00
Gov. Ctr. C-Level – Chiller Room	2	\$ 921.00	\$ 315.00	\$ 318.00
Courthouse Basement – C.I.D.	1	\$ 460.50	\$ 157.50	\$ 159.00
Voting Machine Warehouse	1	\$ 460.50	\$ 157.50	\$ 159.00
Fair Acres Bldg. #19, Lima PA	1	\$ 460.50	\$ 157.50	\$ 159.00
Watkins Building, Lima PA	5	\$ 1,535.00	\$ 525.00	\$ 530.00
Juvenile Detention Center, Lima, PA	3	\$ 1,151.25	\$ \$ 393.75	\$ 397.50
5 <sup>th</sup> & Penn, Chester, PA	2	\$ 460.50	\$ 157.50	\$ 159.00
P.S.P. Crime Lab, Lima, PA	1	\$ 460.50	\$ 157.50	\$ 159.00
<b>Grand Total (Annual Cost for 11 Sites):</b>		8,672.75 \$	2,966.25 \$	2,944.50 \$

## APPENDIX B - 5

## PROPOSAL (SECTION 3)

The undersigned hereby offers to supply all labor, material, supervision and services for the Inspection, Service and Maintenance of Portable Fire extinguishers and Fire Suppression Systems in County-Owned Buildings at various locations in the County of Delaware, PA for the price as follows:

PORTABLE FIRE EXTINGUISHERS AND FIRE SUPPRESSION SYSTEMS					
	Locations	Hand Held Unit Quantities <i>(if applicable)</i>	Years 1, 2, & 3 <i>Total Annual Cost</i>	Year 4	Year 5
	Gv't Ctr., Courthouse, Curran and Fronefield Buildings				
Item # 1	Fronefield Bldg.	10	\$ 308.00	\$ 107.00	\$ 109.00
	Fronefield Garage	13	\$ 400.40	\$ 139.10	\$ 141.70
	Fronefield Boiler Room	7	\$ 215.60	\$ 74.90	\$ 76.30
	Curran Building	12	\$ 369.60	\$ 128.40	\$ 130.80
	Gov't. Center Bldg.	49	\$ 1,509.20	\$ 524.30	\$ 534.10
	Gov't. Center "A" Level Garage	3	\$ 92.40	\$ 32.10	\$ 32.70
	Gov't. Center "B" Level Garage	11	\$ 338.80	\$ 117.70	\$ 119.90
	Gov't. Center "C" Level Garage	11	\$ 338.80	\$ 117.70	\$ 119.90
	Gov't. Center "D" Level Garage	4	\$ 123.20	\$ 42.80	\$ 43.60
	Courthouse	71	\$ 2,186.80	\$ 759.70	\$ 773.90
	Cat Room & Spares	12	\$ 369.60	\$ 128.40	\$ 130.80
Item # 2	Fronefield & Parking Garages – 6-50 lb. Wheeled units	N/A	\$ 462.00	\$ 160.50	\$ 163.5
Item # 3	Juvenile Detention Center	39	\$ 1,201.20	\$ 417.30	\$ 425.10
Item # 4	Emergency Communications Ctr.	21	\$ 646.80	\$ 224.70	\$ 228.90
Item # 5	Voting Machine Warehouse	11	\$ 338.30	\$ 117.70	\$ 119.90
Item # 6	5 <sup>th</sup> & Penn Sts. – State Health	9	\$ 277.20	\$ 96.30	\$ 98.10
Item # 7	Bldg. #19, Fair Acres Complex	20	\$ 616.00	\$ 214.00	\$ 218.00
Item # 8	P.S.P. Crime Lab	5	\$ 154.00	\$ 53.50	\$ 54.50
Item # 9	Government Center Cafeteria: Ansul R-101 – 20 Dry Chemical System	N/A	\$ 15,400.00	\$ 5,350.00	\$ 5,450.00
Item # 10	Government Center Data Processing Computer Room: Kidde Halon 1301 System	N/A	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50
Item # 11	Courthouse electronic Recording Center: Kidde Halon 1301 System	N/A	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50
Item # 12	Juvenile Detention Center Kitchen Safety First Model # ARS – 30	N/A	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50
Item # 13	Emergency Communications Center Radio Room I – Scan/co 2 System 10 Bottles (Approx.)	N/A	\$ 3,850.00	\$ 1,337.50	\$ 1,362.50
<b>Grand Total (Annual Cost for 13 Sites):</b>			<b>\$ 40,748.40</b>	<b>\$ 14,156.10</b>	<b>\$ 14,420.70</b>

## APPENDIX B - 6

## PROPOSAL (SECTION 3 CONTINUED)

	5 lb. ABC	10 lb. ABC	50 lb. Wheeled Unit
Yearly Inspection	\$ 10.00	\$ 10.00	\$ 10.00
6 Year Maintenance	\$ 34.00	\$ 36.00	\$ 225.00
12 Year Hydro	\$ 39.00	\$ 43.00	\$ 255.00
Recharging Extinguishers	\$ 45.00	\$ 55.00	\$ 265.00
"O" Ring Replacement	\$ 10.00	\$ 10.00	\$ 10.00
Pull Pin Replacement	\$ 10.00	\$ 10.00	\$ 10.00
Installation of HMCL	\$	\$	\$

5 lb. & 10lb. ABC Extinguisher Replacement Cost	\$ 55.00 & \$80.00
---	--------------------

It is understood that we will execute attached Form of Contract with the County of Delaware within twenty (20) days after notice of acceptance of this Proposal.

## PROPOSAL (SECTION 4)

The undersigned hereby offers to supply all labor, material, supervision and services for the Inspection of Fire Detection and Alarm Systems in County-Owned Buildings at various locations in the County of Delaware, PA for the price as follows:

INSPECTION OF FIRE DETECTION AND ALARM SYSTEMS (SMOKE DETECTORS)			
Locations	Years 1, 2, & 3 <i>Total Annual Cost</i>	Year 4	Year 5
Curran Building, Courthouse Complex Media, PA	\$ 5,026.56	\$ 1,746.24	\$ 1,762.56
Fronefield Building, Courthouse Complex Media, PA	\$ 5,026.56	\$ 1,746.24	\$ 1,762.56
Government Center Building, Courthouse Complex, Media, PA	\$ 5,026.56	\$ 1,746.24	\$ 1,762.56
Main Courthouse Building, Courthouse Complex, Media, PA	\$ 7,225.68	\$ 2,510.22	\$ 2,533.68
Government Center Building Parking, Courthouse Complex, Media, PA	\$ 1,256.64	\$ 436.56	\$ 440.64
Voting Machine Warehouse Chester, PA	\$ 1,508.07	\$ 523.87	\$ 528.77
5 <sup>th</sup> & Penn Building, 151 W. 5 <sup>th</sup> St., Chester, PA	\$ 1,523.66	\$ 529.33	\$ 534.28
Building No. 19, Fair Acres Lima, PA	\$ 1,523.66	\$ 529.33	\$ 534.28
DELCO Emergency Communications Center Watkins Bldg., Lima, PA	\$ 5,969.04	\$ 2,073.66	\$ 2,093.74
DELCO Juvenile Detention Center Lima, PA	\$ 7,238.00	\$ 2,514.50	\$ 2,538.00
P.S.P. Crime Lab Lima, PA	\$ 7,238.00	\$ 2,514.50	\$ 2,538.00
<b>Grand Total (Annual Cost for 11 Sites):</b>	<b>\$ 48,059.70</b>	<b>\$ 16,696.07</b>	<b>\$ 16,852.10</b>

## APPENDIX B - 7

## PROPOSAL (SECTION 5)

The undersigned hereby offers to supply all labor, material, supervision and services for the Central Monitoring of Fire Detection and Alarm Systems in County-Owned Buildings at various locations in the County of Delaware, PA for the price as follows:

Central Station Monitoring			
Locations	Years 1, 2, & 3 <i>Total Annual Cost</i>	Year 4	Year 5
Curran Building, Courthouse Complex Media, PA	\$ 1,067.50	\$ 367.50	\$ 371.00
Voting Machine Warehouse Chester, PA	\$ 1,067.50	\$ 367.50	\$ 371.00
Building No. 19, Fair Acres Lima, PA	\$ 1,067.50	\$ 367.50	\$ 371.00
DELCO Emergency Communications Center Watkins Bldg., Lima, PA	\$ 1,067.50	\$ 367.50	\$ 371.00
DELCO Juvenile Detention Center Lima, PA	\$ 1,067.50	\$ 367.50	\$ 371.00
DELCO Juvenile Detention Center 151 W. 5 <sup>th</sup> Street, Chester, PA	\$ 1,067.50	\$ 367.50	\$ 371.00
P.S.P. Crime Lab 350. N. Middletown Rd., Lima, PA	\$ 1,067.50	\$ 367.50	\$ 371.00
<b>Grand Total (<i>Annual Cost for 7 Sites</i>):</b>	<b>\$ 7,472.50</b>	<b>\$ 2,572.50</b>	<b>\$ 2,597.00</b>



APPENDIX C

**NON-COLLUSION AFFIDAVIT**

This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S., ss 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with any bids. By submittal of a bid for the above-referenced project and execution of this affidavit, the following statements are acknowledged:

- The price(s) and amount of bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, potential Contractor or bidder.
- Neither the price(s), amount of this bid nor the approximate price(s) or amount of bid, have been disclosed to any other company or person who may be a Contractor or potential Contractor, nor will they be disclosed prior to this bid opening.
- No attempt has been made, or will be made, to induce any company or person to refrain from bidding on this contract or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary or other noncompetitive bid.
- To my best knowledge, the Contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The Contractor is not currently under suspension or review by the Commonwealth, or any other Federal, State or Local Governmental entity. If certification cannot be made, a written explanation to support the inability of providing such shall be submitted with this bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by: Mebia Plumbing & Heating Inc DBA Kineticix

(Name of Contractor)

*Nicholas Plante*

(Also type or print name of affiant under signature)

Nicholas Plante, President

Signature of:

Subscribed and sworn to

before me this 17<sup>th</sup> day  
of January 2023

Bidder, if the bidder is an individual  
Partner, if the bidder is a partnership  
Officer, if the bidder is a corporation

Samuel Berman  
Notary Public of: Delaware County  
My commission expires: 10/20/2026

Commonwealth of Pennsylvania - Notary Seal  
SAMUEL BERMAN - Notary Public  
Delaware County  
My Commission Expires October 20, 2026  
Commission Number 1427708

APPENDIX D

OWNER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with RFP Submission

Name of Business Media Plumbing & Heating Inc DBA KINETIX

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

- Partnership
- Limited Partnership
- Subchapter S Corporation
- Corporation
- Limited Liability Corporation
- Other (describe) \_\_\_\_\_
- Sole Proprietorship
- Limited Liability Partnership

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: JOHN BABIN

Home Address: 1630 W. RIVER CREEK RD  
MEDIA PA 19063

Name: NICHOLAS PLANTE

Home Address: 1045 ANTLER DR.  
GLEN MILLS, PA 19342

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn before me this 12<sup>th</sup> day of January 2023.

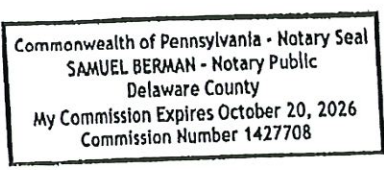
(Notary Public) Samuel Berman

My Commission expires: 10/20/2026

Nicholas Plante  
(Affiant)

Nicholas Plante, President  
(Print name & title of affiant)

(Corporate Seal)



## APPENDIX E

**COUNTY OF DELAWARE**  
**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the County's Clerk's Office upon award of contract by the County Council.

**Section I – Basic Insurance Requirements**

Consultant, at its own expense, shall procure and maintain during the life of the Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Consultant's obligations and activities. **General Liability Insurance** Consultant shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

**Automobile Liability Insurance** with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the Contract by the Consultant or its employees.

**Workers Compensation and Employers Liability Insurance** meeting the relevant Workers Compensation Statutes.

**Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all services provided by the Consultant, its employees, or independent consultants. If this coverage is written on a claim made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the County certificates of insurance.

**REQUIRED ENDORSEMENT shall be added to the General Liability Policy. A copy of the endorsement shall be produced with the certificate.**

**Cancellation and Material Changes Endorsement**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

County of Delaware  
 County Clerk's Office  
 201 W. Front St.  
 Media, PA 19063

**(Please note that the County does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)**

**Section II – Conditions of Contract**

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and County of Delaware throughout the duration of the Contract per the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the services, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the Commonwealth of Pennsylvania and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claim made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the COUNTY certificates of insurance.

The Consultant shall be responsible for deductibles and self-insured retentions in the Consultant's insurance policies.

The Consultant is required to give the County notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The County intends for the Consultant's coverage to be primary and not contributing with any other insurance or similar protection available to the County whether any other coverage is primary, contributing or excess.

**Section III – Contract Approval**

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

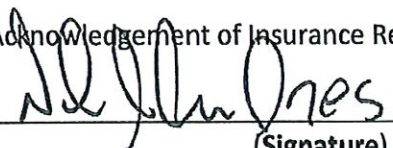
**FIRE MONITORING and INSPECTION SERVICES, ITB #eFAC-112322-2**, as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

County of Delaware  
County Clerk's Office  
201 W. Front St.  
Media, PA 19063

The Producer's contact person's name, phone number and e-mail address is required.

Acknowledgement of Insurance Requirement:

 (Signature)	1/19/23 (Date)
Nicholas Plante, President (Printed Name and Title)	

APPENDIX F

**COUNTY OF DELAWARE**  
**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

If individual has a TRADE NAME, give such tradename:

Trading As: \_\_\_\_\_ Telephone: \_\_\_\_\_

.....

If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized Agent: \_\_\_\_\_

.....

If the professional service Entity is **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: PA

Location of principal office: 12 CREEK PARKWAY, BOOTHWYN PA 19061

Telephone No.: 610 627 1600 Federal I.D. No.: 23-2775035

Fax No.: 610 627 1657 E-Mail Address: finance@kinetikfire.com

Name of agent in charge of said office upon whom notice may be legally served.

.....

Telephone No.: 610 627 1600 Name of Corporation: Media Plumbing & Heating Inc  
Signature: [Signature] By: Nicholas Plante DBA Kinetix

APPENDIX G

QUALIFICATION AFFIDAVIT

The County of Delaware reserves the right to reject the bid of any bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

Commonwealth of Pennsylvania  
County of Delaware SS:

I am the (President, Partner, Owner) of Media Plumbing & Heating Inc DBA Kinetic the bidder herein.

I know that the bidder, Media Plumbing & Heating Inc DBA Kinetic, has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Media Plumbing & Heating Inc DBA Kinetic  
Company Name

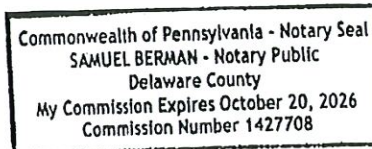
Nicholas J. Plante Pres  
Sign Name

Nicholas J. Plante, Pres.  
Print Name

President  
Print/Type Title

Subscribed and Sworn to  
Before me this 17<sup>th</sup> day  
Of January 20 23.

Samuel Berman S-B  
Notary Public of: Delaware County  
My commission expires: 10/20/2026



APPENDIX I

COUNTY OF DELAWARE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, NICHOLAS PLANTE, PRESIDENT  
of the firm MEDIA PLUMBING & HEATING INC, DBA KINETIX

Hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

Nicholas Plante  
(Signature)

NICHOLAS PLANTE, PRESIDENT  
(Type or Print of Affiant and Title, under Signature)

1/17/23  
(Date)

APPENDIX J

STATEMENT OF INDEBTEDNESS

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the County of Delaware, (b) are not in breach of any contract previously awarded by the County and (c) are not a party to any pending action either at law or equity in which they are asserting an affirmative claim for damages or other relief against the County of Delaware. Failure to provide the required statement shall disqualify the bidder.

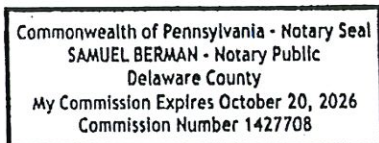
Medix Plumbing & Heating Co. (BAK) Inc.  
(Name of Contractor)

Nicholas Plante  
(Type or print name of affiant under signature)  
Nicholas Plante, President

Subscribe and sworn to

Before me this 17<sup>th</sup> day  
of January 20 23

Samuel Berman  
Notary Public of Delaware County  
My Commission Expires 10/20/2026





COUNTY OF DELAWARE


MEDIA, PENNSYLVANIA

AGREEMENT FOR PAYMENT OF COMMODITY

The contractor or vendor realizes that as a County, payment cannot be made on a bill-presented basis.

Therefore, the contractor or vendor, hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in the normal circumstance should not exceed 60 days.


NICHOLAS P. WATZ, PRESIDENT  
 Name of Official for Company  
MEDIA PLUMBING & HEATING INC  
 Name of Company or Business DBA KINETIX  
12 CREEK PARKWAY  
 Address  
BOOTHWYN, PA 19061

Date: 1/17/23

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

03/07/2022

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

MEDIA PLUMBING & HEATING, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

*Leigh M. Chapman*

Acting Secretary of the Commonwealth

Certification Number: TSC220307090382-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

APPENDIX O

**Delaware County  
Political Contribution Disclosure Form**

**Background:** Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. *Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.*

**Political Contribution Disclosure:** Within the past twenty-four (24) months, Contractor\* has:

\_\_\_ NOT made any Reportable Contributions.

X made Reportable Contributions as set forth on Schedule A attached hereto.

*\*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.*

**Type of Business Entity**

Corporation X      LLC \_\_\_      Sole Proprietorship \_\_\_      Other: \_\_\_ (describe)  
Limited Partnership      Partnership \_\_\_      LLP \_\_\_      \_\_\_\_\_  
\_\_\_

**Certification:** In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: Media Plumbing & Heating DBA Kintiv

By: [Signature]

Name: Nicholas Plante

Title: President

Date: 1/19/23

**Exhibit A**  
**Delaware County**  
**Political Contribution Disclosure Form**

**Definitions and Instructions**

**Timing.**

Contracts subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts -- Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to [CentralPurchasing@co.delaware.pa.us](mailto:CentralPurchasing@co.delaware.pa.us).

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

**Public Posting; Right to Know Law.**

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

**Ongoing Reporting.**

By January 30 of each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure Form showing any reportable contributions in the prior year or indicating that there are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

**Penalties.**

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

**Definitions.**

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. *See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.*

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of money or anything of value, except volunteer services, in connection with a political campaign, and any contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A Covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in clauses (1) through (5).

**Questions.**

Questions regarding the Disclosure Form may be directed to [CentralPurchasing@co.delaware.pa.us](mailto:CentralPurchasing@co.delaware.pa.us).



**Subcontractor/Consultant Statement**  
 (TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We Media Plumbing & Heating Inc., DBA Kinetix do certify that on the  
 (Bidder/Proposer Company Name)

FIRE MONITORING and INSPECTION SERVICES  
 (Project Name)

\$ 369,417.13  
 (Amount of Bid)

**Please select one:**

**Option A: Intent to subcontract using Diversity Businesses**

A Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay is: \$ \_\_\_\_\_  
*Estimated Amount of Subcontracted Service*

**Diversity Business Enterprise Utilization**

Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

**Option B: Intent to perform work without using Diverse Businesses**

No Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s).

DATE: 1/23/23 COMPANY NAME: Media Plumbing & Heating Inc., DBA Kinetix

SUBMITTED BY: Chris Hallman TITLE: EVP/COO  
 (Authorized Representative)

ADDRESS: 12 Creek Parkway

CITY/STATE/ZIP CODE: Boothwyn, PA 19061

TELEPHONE NO: 877.223.3000



# COUNTY OF DELAWARE

## FIRE MONITORING and INSPECTION SERVICES

(eFMD-012423)



<b>Vendor/Company:</b>	<b>Media Plumbing &amp; Heating Inc., dba Kinetix</b>
<b>Physical Address:</b>	<b>12 Creek Parkway Boothwyn, PA 19061</b>
<b>Contact:</b>	<b>Nick Plante, President</b>
<b>Telephone Number:</b>	<b>(610) 587-5123 / (877) 223-3000</b>
<b>Email Address:</b>	<b><a href="mailto:nplante@kinetixfire.com">nplante@kinetixfire.com</a></b>
<b>Total Contract Amount:</b>	<b>Not to Exceed \$72,023.16/Year</b>
<b>Contract Start Date:</b>	<b>May 15, 2023</b>
<b>Contract End Date:</b>	<b>May 10, 2024</b>

## **AGREEMENT FOR SERVICES**

### **FIRE MONITORING and INSPECTION SERVICES (eFMD-012423)**

**This Agreement for Services ("Agreement") made and entered into effect, the 15<sup>th</sup>, day of May 2023, by and between the County of Delaware, 201 West Front Street, Media, PA 19063, hereafter referred to as "County", and Media Plumbing & Heating Inc., dba Kinetix, 12 Creek Parkway, Boothwyn, PA 19061 hereafter referred to as "Contractor".**

#### **I. Background**

County wishes to obtain goods and/or services as described in Exhibit "A" to this Agreement (the "Goods and Services"), the Contractor desires to provide the Services to the County, and the County has agreed to retain the Contractor to provide the Goods and Services to the County.

#### **II. Duties/Tasks**

- A. Contractor shall perform the Services in accordance with the terms and conditions set forth in this Agreement, in the attached "TERMS AND CONDITIONS" (including any addendum thereto) and in Exhibit "A" (hereinafter referred to as the submitted proposal) which is attached hereto and made a part hereof.
- B. It is expressly acknowledged by the parties that the County and Contractor are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.
- C. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: 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.
- D. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles and subject to inspection upon reasonable request of the County. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.

#### **III. Term and Termination**

- A. The term of this Agreement shall be as set forth in the attached TERMS AND CONDITIONS and in Exhibit "A" to this Agreement.
- B. This Agreement may be terminated before the end of the term as follows:
  - (1) The County may terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.
  - (2) County may terminate this Agreement immediately by giving written notice of termination to the Contractor and without prejudice to any other rights or remedies the County may have if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after

Contractor's receipt of County's notice of the breach, which notice shall specify in reasonable detail the nature of the breach. Contractor may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Contractor may have, if County breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after County's receipt of Contractor's notice of the breach, which notice shall specify in reasonable detail the nature of the breach.

- (3) This Agreement and all rights of Contractor hereunder shall terminate upon the completion of the duties as defined in Exhibit "A". If this Agreement is terminated for any reason, the County shall not be liable for any damages, claims, losses, or any other amounts arising from or related to such termination. Contractor's fees shall only be payable as accrued through the date of termination.

IV. Payment/Compensation - Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. Contractor agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

- A. Contractor shall receive the compensation set forth in Exhibit "A" as payment for all the Goods and Services provided by Contractor pursuant to this Agreement.
- B. The total payments due under this Agreement for all Goods and Services provided by Contractor pursuant to this Agreement shall not exceed **\$72,023.16/Year** set forth in Exhibit "A".
- C. After execution of this Agreement by Contractor and the County, each month after receipt of the Contractor's Invoice, with respect to Goods and Services performed in the prior month, the County will pay the Contractor the amounts due under this Agreement as set forth in Exhibit "A". Contractor shall submit monthly invoices within thirty (30) days from the last day of the month within which the work is performed and/or goods delivered. The final invoice shall be submitted within forty-five (45) days of this Agreement's termination date. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Contractor shall be paid only for Goods and Services acceptable to County. County will pay Contractor undisputed amounts due under this Agreement within forty-five (45) days of receipt of each invoice.

V. Miscellaneous.

- A. Any provision of this Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement.
- B. All government and business information disclosed by County to Contractor in connection with this Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement to be effective at the beginning of the Term as provided.

OWNER:

**COUNTY OF DELAWARE, PENNSYLVANIA**

\_\_\_\_\_  
Delaware County Council – Chair

**ATTEST:**

\_\_\_\_\_  
County Clerk

CONTRACTOR:

**MEDIA PLUMBING & HEATING INC., dba KINETIX**

\_\_\_\_\_  
Name & Title of Person Authorized to Sign Contract

**ATTEST:**

\_\_\_\_\_  
Secretary or Assistant Secretary

## TERMS AND CONDITIONS

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1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm/company seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from the County's Solicitor indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Pennsylvania Code § 62-5-512.f and Delaware County Code § 6-28 may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If a Bidder is not selected within sixty (60) days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. The County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the Contractor, not the County, is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the County.
8. In case of default by the Contractor, the County may procure the articles or services from another source and hold the Contractor responsible for any resultant excess cost.
9. All bids submitted to County of Delaware are subject to the Commonwealth of Pennsylvania's Right to Know Law (RTKL), 65 P. S. §§ 67.101-67.3104, and the County's interpretation thereof.
10. The quantity of goods and/or services indicated on the foregoing Contract pages is approximate and for estimating purposes only.
11. The Contract period for **Fire Monitoring and Inspection Services** is one (1) year, with an option to extend for up to four (4) additional one (1) year periods and will begin **May 15, 2023, and end May 10, 2024.**
12. The Contract shall be awarded on the total of all items; therefore, bidder must bid on each part of said items for this bid to be considered.

13. However, if the Contract is awarded on a fixed but not a firm price, the County then will honor price increases or decreases during the Contract period, but only when said increases or decreases originate with the manufacturers' or contractors' source of supply, and then only when properly documented to the County with supporting data as evidence thereof.
14. If indicated below, the Contractor must furnish a Surety Bond, satisfactory to the County in the amount of One Hundred Percent (100%) of the contract price, conditioned on the faithful performance of the entire contract. If the Contractor shall fail to execute a Contract and Bond as set forth in the Specifications and General Conditions, deposit shall be forfeited as liquidated damages. **Applicable: [YES].**
15. The Contractor, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division is exempt from paying.
16. The Contractor, shall not include any allowance for the Pennsylvania State Sales Tax, if any, which the County is also exempt from paying.

**ADDENDUM:**

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**Attach Addendum Here If Any**

**EXHIBIT A  
SERVICES**

**FIRE MONITORING and INSPECTION SERVICES (eFMD-012423)**

**SPECIFICATIONS AND GENERAL CONDITIONS**

**2.0 FIRE MONITORING AND INSPECTION SERVICES AND OTHER COUNTY PROPERTIES**

The scope of services set forth in this Invitation to Bid represents an outline of the services which the County requires the Contractor to perform.

**2.1 PROJECT OVERVIEW & BACKGROUND**

The intent of this specification is to secure a contractor to provide Fire Monitoring and Inspection Services throughout the County of Delaware.

**2.1.1 CONTRACT PERIOD**

The services under this contract shall be for a period of one (1) year, with an option to extend for four (4) additional one (1) year periods and will begin **May 15, 2023** and end **May 10, 2024**.

**2.1.2 LOCATION OF PROPERTIES**

The services under this contract shall be for County-Owned Properties at various locations in the County of Delaware, PA (See Section 2.1.4).

**2.1.3 BID COST**

The Contractor, for the price bid, shall furnish at his/her expense, and without liability to the County all labor, necessary and proper, to provide the adequate, uninterrupted Fire Monitoring and Inspection Services as described in Section 2.1.4, during the term of the Contract, and in accordance with the Specifications.

**2.1.4 FIRE MONITORING AND INSPECTION SERVICES**

**2.1.4.1 GENERAL CONDITIONS (SECTION 1)**

**1. GENERAL**

- A. The GENERAL CONDITIONS of this contract shall apply to all work and services provided under this Specification.
- B. The work covered by these Specifications consists of furnishing all equipment, tools, materials, sealing and fire stopping, labor and services, and performing all operations for the inspection, testing, maintenance, minor repairs, replacements, adjustments and testing of the water-based fire suppression systems in various County-owned buildings in Delaware County, Pennsylvania, as follows:
  - 1. Curran Building, Courthouse Complex, Media, PA
  - 2. Fronefield Building, Courthouse Complex, Media, PA
  - 3. Government Center Building, Courthouse Complex, Media, PA
  - 4. Main Courthouse Building, Courthouse Complex, Media, PA
  - 5. Government Center Building Parking Facility, Courthouse Complex, Media, PA
  - 6. Voting Machine Warehouse, Chester, PA
  - 7. Building No. 19, Fair Acres, Lima, PA
  - 8. DELCO Emergency Communications Center, Watkins Bldg., Lima, PA
  - 9. DELCO Juvenile Detention Center, Lima, PA
  - 10. DELCO Probation/PA, DELCO Health Dept., 151 W. 5<sup>th</sup> St. Chester, PA
  - 11. PA State Crime Lab, 350 N. Middletown Rd., Lima, PA



- C. Minor maintenance and repair shall include, but not to be limited to, lubricating valve stems, tighten packing nuts and glands, repack packing glands, adjusting pressure settings, cleaning and resetting dry pipe valves.

**2. WORK DESCRIPTION**

- A. In general, the work shall consist of but not necessarily be limited to the following:
  - 1. The inspection, testing and maintenance of the water-based fire suppression systems in the various County-owned buildings in Delaware County, Pennsylvania as listed above.

**3. WORK INCLUDED**

- A. In addition to work described above under WORK DESCRIPTION the work shall include but not necessarily be limited to the following:
  - 1. Provide hangers and supports for equipment and materials subject to the requirements specified in this Specification.
  - 2. Provide sleeves for piping systems as specified in this Specification.
  - 3. Provide miscellaneous equipment, hoses, nozzles, nozzle racks, tie downs, etc., as required to inspect, test and maintain the water-based fire suppression systems in the various County-owned buildings.
  - 4. Provide fire rated penetration seals whenever new penetrations or removals occur in a fire rated barrier and/or firewall due to any work as specified in this Specification.

**4. ASBESTOS AND PCB FREE MATERIALS**

- A. The use of asbestos or asbestos compounds and PCB (Polychlorinated Biphenyl) in any product, equipment or material is strictly prohibited.
- B. Every purchase order for products, materials and equipment issued to its subcontractors, suppliers and vendors shall contain the following statement: "All materials, products and/or equipment furnished under this Purchase Order shall be asbestos and PCB free."
- C. In the event that there is no purchase order, suppliers and vendors shall be advised in writing that "All materials, products and/or equipment furnished for the Project shall be asbestos and PCB free."

**5. CODES**

- A. All federal, state, and local codes, rules, regulations and ordinances governing this work, are as fully a part of this Specification as if herein repeated or hereto attached. If the Contractor should note any items in the Specifications, the construction of which would be a code violation, the Contractor shall promptly call them to the attention of the Engineer or Owner's Representative in writing. Where the requirements of other Sections of these Specifications are more stringent than any applicable codes, etc., the Specifications shall apply.
- B. All electrical work shall comply with the requirements of the National Electrical Code (NFPA 70), latest edition.

**6. CONTINUITY OF SERVICES**

- A. Contractor shall make only those temporary shut-off of utilities that are absolutely necessary. Authorization for temporary shutoffs shall be done without interference to the facilities operations. Contractor shall give sufficient notice as required by the Owner prior to any utility shut-off. The Contractor shall not undertake any utility shut offs without written authorization from the owner.
- B. Should the Contractor inadvertently interrupt any services, he shall furnish immediately labor, including overtime, material and equipment necessary for prompt restoration of such service. Cost for all labor, overtime, material and/or equipment shall be borne by the Contractor at no expense to the Owner, Owner's Representative or Engineer.

**7. SAFETY AND FIRE PREVENTION**

- A. The following specific requirements shall be rigidly enforced. No modifications shall be made without written approval of the Owner.

\*Open flames from welding, burning or soldering are strictly forbidden.

- 1. Use only properly grounded electrical equipment and ground fault interrupting equipment as required by OSHA. Keep electrical extension cords clear of aisles and paths of traffic.
- 2. Operations requiring cutting and grinding shall be conducted in a safe manner and shall be subject to approval of the Owner. Contractor shall provide a "Fire Watch" during and for 60 minutes after the completion of any cutting or grinding operations in accordance with NFPA 241 "Safeguarding Building Construction Operations."
- 3. Provide and use suitable protective shields and fireproof drop cloths while cutting and grinding to protect property and personnel.
- 4. Flammable and Combustible liquids and gases shall only be used within a building by permission of the Owner and shall not be stored or allowed to remain in the building during non-working hours. Dispense all flammable liquids from UL approved safety cans.
- 5. Remove combustible rubbish, debris, oily rags and waste from buildings and the Owner's property at the end of each working shift.

**8. STANDARDS AND CODES**

- A. Systems shall be inspected, tested and maintained, and repairs made in accordance with the following codes:
  - 1. The County of Delaware's Building and Fire Codes.
  - 2. The latest editions of the following NFP Standards:
    - NFPA 13, Installation of Sprinkler Systems
    - NFPA 14, Installation of Standpipe and Hose Systems
    - NFPA 20, Installation of Centrifugal Fire Pumps
    - NFPA 24, Installation of Private Fire Service Mains and their Appurtenances
    - NFPA 25, Inspection, Testing and Maintenance of Water Based Fire Protection System

- NFPA 26, Supervision of Valves Controlling Water Supplies for Fire Protection.
- NFPA 31, Installation of Oil Burning Equipment
- NFPA 37, Installation and Use of Stationary Combustion Engines and Gas Turbines.
- NFPA 70, National Electric Code
- NFPA 72, National Electric Code
- NFPA 72E, Standard on Automatic Fire Detectors
- NFPA 101, Life Safety Code
- NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations
- NFPA 1962, Standard for the Care, Use and Service Testing of Fire Hose Including Couplings and Nozzles

3. All codes promulgated by the Local Authorities Having Jurisdiction.
4. OSHA- General Industry Safety and Health, CFR 29 Part 1900 to1910 and 1926.
5. ANSI/ASME B1. 20.1 – Pipe Threads, General Purpose (Inch).
6. Rules and Regulations Governing the Distribution and Sale of Water in the applicable jurisdiction.
7. Commonwealth of Pennsylvania, Department of Labor and Industry, Fire and Panic Regulations.
8. Commonwealth of Pennsylvania, Department of Health Regulations.

B. Repairs made to the system shall be designed and installed in accordance with the following standards:

1. UL-Underwriters Laboratories
2. The County of Delaware’s insurance underwriter’s property underwriting requirements
3. The manufacturers’ UL listing criteria for the products used in these systems

C. Services for the inspection, adjustments, testing maintenance and repairs shall conform to NFP 25, Inspection, Testing and Maintenance of Water Based Fire Protection System.

**9. QUALIFICATIONS**

- A. Services shall be provided by a qualified automatic sprinkler contractor. The contractor shall provide the County of Delaware the qualifications of the sprinkler fitter/mechanic/s servicing these locations.
- B. The Contractor must have a qualified automatic fire sprinkler serviceman at the property of the Owner with three (3) hours of being called, 24 hours a day, seven days a week, throughout the life of this Contract.
- C. The Contractor must have an emergency phone number at which he/she or his/her representative can be contacted 24 hours a day, seven days a week, throughout the life of this contract.

**10. FREQUENCY**

- A. The Contractor shall make two (2) inspections per year.
- B. Annually, as soon as danger of freezing weather is past, a spring inspection shall be conducted in accordance with NFPA 25.
- C. Annually, either the last week of October or the first week of November (prior to the approach of freezing weather), an inspection shall be conducted in accordance with NFPA 25.
- D. A trip test inspection shall be conducted in accordance with NFPA 25 for the following:

1. All Deluge Systems shall be trip-tested dry, in accordance with NFPA 25 latest edition, Section 9-4.4, paragraph 9-4.4.2. Exception No. 1.
  2. All Dry Pipe Valves shall be trip tested, in accordance with NFPA 25 latest edition, Section 9-4.4, paragraph 9-4.4.2.
- E. Annually, at the time of the summer inspection as provided for in 15300-4.D a pump performance test shall be conducted at those sites where a fire pump is existent. The test shall be conducted in accordance with the requirements of NFPA 25 latest edition, Chapter 5, Fire Pumps.
- F. Systems and system components shall be inspected, tested and maintained at intervals listed in the following chapters of NFPA 25 latest edition, including all referenced sections, tables, sample reports, and other NFPA standards:
- |                            |           |           |
|----------------------------|-----------|-----------|
| Sprinkler Systems          | Chapter 2 | Table 2-1 |
| Standpipes                 | Chapter 3 | Table 3-1 |
| Private Fire Service Mains | Chapter 4 | Table 4-1 |
| Fire Pumps                 | Chapter 5 | Table 5-1 |
| Valves                     | Chapter 9 | Table 9-1 |
- G. The specific items listed in the Summary of Inspection, Testing and Maintenance Tables as noted in Section 15300 4.F having a frequency noted as “Weekly/Monthly,” “Weekly” or “Monthly” shall be conducted during the quarterly inspections.
- H. The specific items listed in the Summary of Inspection, Testing and Maintenance Tables as noted in Section 15300 4.F having a frequency noted as “5 years” shall be conducted during the first year of the contract during the first quarterly inspection in the spring and summer.
- I. During each quarterly inspection, all control valves shall be inspected in accordance with NFPA 25, Chapter 9, Section 9-3 and tagged with date of inspection and initials of inspector.

**11. REPORTS**

- A. The inspections required by these Specifications shall be documented on forms that are identical in content to the forms provided as a guide in NFPA 25, Appendix B, Exhibit I page nos. 25-75 through 25-84 including all the questions. All “no” answers will require an explanation on an attached comment sheet.
- B. A separate inspection form will be completed for each building noted in Section 15300 1.A.
- C. Inspection reports for Item Nos. 1 through 10, inclusive shall be forwarded to the Department of County Buildings and Maintenance, Government Center Building, Media, PA 19063.
- D. The original mechanic’s inspection report and related comment sheet(s) for each item in Section 15300 1.A. and three copies shall be forwarded as indicated in Section 15300 5.C. within one (1) week of the inspection. All reports shall be typewritten, not handwritten
- E. A summary report listing any recommendation(s) shall be included for each inspection report as specified in Section 15300 5.D. All reports shall be typewritten, not handwritten!
- F. The Contractor shall be available for conference with the Owner’s representatives at the Owner’s facilities upon reasonable notice.

**12. ACCOMPANIMENT BY OWNER’S REPRESENTATIVES**

- A. The contractor will be accompanied by a representative of the Owner during inspections and during any and all work.

13. **WORK AUTHORIZATION**

- A. Except in the event of any emergency, no work under this contract shall be performed without a purchase order.
- B. In the event of any emergency, work may be authorized without a purchase order in order to correct and restore the systems and to relieve the emergency, but necessary work to correct the condition(s), which caused the emergency, shall not be performed without a purchase order.
- C. When requested to provide service under this contract, the Contractor shall visit the site and prepare a Proposal with the estimate of cost to perform the work requested. If the Proposal is approved and a purchase order is issued, the final cost will be subject to a limitation of the approved estimate plus 10% to cover contingencies.
  - 1. The estimate of cost submitted with the Proposal shall include a breakdown showing:
    - a. Cost of materials and supplies
    - b. Cost and hours of labor by job classification
    - c. Subcontract costs
- D. The County reserves the right to reject any and all Proposals submitted in accordance with the terms of this contract, the right to request Proposals from other sources, and the right to award work to others, all in the best interest of the County.
- E. All work shall be performed on a time and materials basis subject to Section 15300 7.C.
- F. Each requisition for payment shall include copies of all invoices for materials, supplies, subcontractor invoices and copies of daily time sheets, previously approved on a daily basis by an authorized individual of the facility where the work was performed.
- G. Payment will not be made for travel time to or from the facility where the work is performed.

14. **GUARANTEE**

- A. All work shall be guaranteed to be free of defects in materials and workmanship for a period of one year from the completion date of the work.

15. **MISCELLANEOUS**

- A. Prior to submission of bid, the Contractor shall visit each site and become familiar with the existing conditions. Contact the County Department of Buildings and Maintenance to schedule site visits.

**2.1.4.2 SPECIFICATIONS (SECTION2)**

- 1. Inspect and determine whether each backflow prevention device is in service and in satisfactory condition.
- 2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the backflow preventers.
- 3. Inspect the backflow preventer control valves for proper position, general condition and accessibility.
- 4. Check the general condition of backflow preventer, piping, hangers, drains, test ports and related equipment.
- 5. Conduct the required annual performance differential test.
- 6. Tag devices as required and perform all required record keeping.
- 7. Compile a complete report of the inspection, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance.
- 8. Familiarize the County representative with the proper operation of the equipment.
- 9. Work must be done to meet the following GENERAL CONDITIONS.

**2.1.4.2a GENERAL CONDITIONS (SECTION 2)**

**1. GENERAL**

- A. The GENERAL CONDITIONS of this contract shall apply to all work and services provided under this specification.
- B. The work covered by these specifications consists of furnishing all equipment, tools, materials, labor and services for the inspection, testing, maintenance, minor repairs, replacements, and adjustments of all Backflow preventers in various County-Owned buildings in Delaware County, Pennsylvania as follows:

1.	Curran Building	3 Preventers
2.	Fronefield Building – Chiller Room	1 Preventer
3.	Fronefield Building – Boiler Room	2 Preventers
4.	Gov. Ctr. C-Level – Chiller Room	2 Preventers
5.	Courthouse Basement - C.I.D.	1 Preventer
6.	Voting Machine Warehouse	1 Preventer
7.	Fair Acres Bldg. # 19	1 Preventer
8.	Watkins Building, Lima, PA	5 Preventers
9.	Juvenile Detention Center, Lima, PA	3 Preventers
10.	5 <sup>th</sup> & Penn, Chester, PA	2 Preventers
11.	P.S.P. Crime Lab, Lima, PA	1 Preventer

**2. WORK DESCRIPTION**

- A. In general, the work shall consist of but not necessarily be limited to the following:
  - 1. The Inspection, Testing and Maintenance of Backflow preventers in various County-Owned buildings in Delaware County, Pennsylvania as listed above.

**3. CODES**

- A. All federal, state, and local codes, rules, regulations, and ordinances governing this work, are as fully a part of this Specification as if herein repeated or hereto attached. If the Contractor should note any items in the Specifications, the construction of which would be a code violation, the Contractor shall promptly call them to the attention of the Engineer or Owner’s Representative in writing. Where the requirements of other Sections of these Specifications are more stringent than any applicable codes, etc., the Specifications shall apply.
- B. All electrical work shall comply with the requirements of the National Electrical Code (NFPA 70), latest edition.

**4. CONTINUITY OF SERVICES**

- A. Contractor shall make only those temporary shut-off of utilities that are absolutely necessary. Authorization for temporary shut-offs shall be done without interference to the facilities

operations. Contractor shall give sufficient notice as required by the Owner prior to any utility shut-off. The Contractor shall not undertake any utility shut-offs without written authorization from the owner.

- B. Should Contractor inadvertently interrupt any services, he shall furnish immediately labor, including overtime, material and equipment necessary for prompt restoration of such service. Cost for all labor, overtime, material and/or equipment shall be borne by the Contractor at no expense to the Owner, Owner's Representative or Engineer.

**5. SAFETY AND FIRE PREVENTION**

- A. The following specific requirements shall be rigidly enforced. No modifications shall be made without written approval of the Owner.

\*Open flames from welding, burning or soldering are strictly forbidden.

- B. Use only properly grounded electrical equipment and ground fault interrupting equipment as required by OSHA. Keep electrical extension cords clear of aisles and paths of traffic.
- C. Operations requiring cutting and grinding shall be conducted in a safe manner and shall be subject to approval of the Owner. Contractor shall provide a "Fire Watch" during and for 60 minutes after the completion of any cutting or grinding operations in accordance with NFPA 241 "Safeguarding Building Construction Operations."
- D. Provide and use suitable protective shields and fireproof drop cloths while cutting and grinding to protect property and personnel.
- E. Flammable and Combustible liquids and gases shall only be used within a building by permission of the Owner and shall not be stored or allowed to remain in the building during non-working hours. Dispense all flammable liquids from UL approved safety cans.
- F. Remove combustible rubbish, debris, oily rags and waste from buildings and the Owner's property at the end of each working shift.

**6. STANDARDS AND CODES**

- A. Systems shall be inspected, tested and maintained, and repairs made in accordance with the following codes:

- 1. The County of Delaware's Building and Fire Codes.
- 2. The latest editions of the following NFP Standards:

- NFPA 70, National Electric Code
- NFPA 72, National Electric Code
- NFPA 72E, Standard on Automatic Fire Detectors
- NFPA 101, Life Safety Code
- NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations
- NFPA 1962, Standard for the Care, Use and Service Testing of Fire Hose Including Couplings and Nozzles

- B. All codes promulgated by the Local Authorities Having Jurisdiction.
- C. OSHA- General Industry Safety and Health, CFR 29 Part 1900 to 1910 and 1926.

- D. ANSI/ASME B1. 20.1 – Pipe Threads, General Purpose (Inch)
- E. Commonwealth of Pennsylvania, Department of Labor and Industry, Fire and Panic Regulations.
- F. Commonwealth of Pennsylvania, Department of Health Regulations.
- G. Repairs made to the system shall be designed and installed in accordance with the following standards:
  - 1. UL-Underwriters Laboratories
  - 2. The County of Delaware’s insurance underwriter’s property underwriting requirements
  - 3. The manufacturers’ UL listing criteria for the products used in these systems

7. **QUALIFICATIONS**

- A. Services shall be provided by a fully trained and certified technician. The contractor shall provide the County of Delaware the qualifications of the technician/s servicing these locations.
- B. The Contractor must have an emergency phone number at which he/she or his/her representative can be contacted 24 hours a day, seven days a week, throughout the life of this contract.

8. **FREQUENCY**

- A. The Contractor shall make one (1) annual inspection of the backflow preventers.

9. **REPORTS**

- A. Inspection reports for Item Nos. 1 through 11, inclusive shall be forwarded to the Department of County Buildings and Maintenance, Government Center Building, Media, PA 19063.
- B. The original mechanic’s inspection report and related comment sheet(s) for each item shall be forwarded within one (1) week of the inspection. All reports shall be typewritten, not handwritten!
- C. A summary report listing any recommendation(s) shall be included for each inspection report as specified. All reports shall be typewritten, not handwritten!
- D. The Contractor shall be available for conference with the Owner’s representatives at the Owner’s facilities upon reasonable notice.

10. **ACCOMPANIMENT BY OWNER’S REPRESENTATIVES**

- A. The contractor will be accompanied by a representative of the Owner during inspections and during any and all work.

11. **WORK AUTHORIZATION**

- A. Except in the event of any emergency, no work under this contract shall be performed without a purchase order.
- B. In the event of any emergency, work may be authorized without a purchase order in order to correct and restore the systems and to relieve the emergency, but necessary work to correct the condition(s), which caused the emergency, shall not be performed without a purchase order.
- C. When requested to provide service under this contract, the Contractor shall visit the site and prepare a Proposal with the estimate of cost to perform the work requested. If the Proposal is



approved and a purchase order is issued, the final cost will be subject to a limitation of the approved estimate plus 10% to cover contingencies.

D. The estimate of cost submitted with the Proposal shall include a breakdown showing:

1. Cost of materials and supplies
2. Cost and hours of labor by job classification
3. Subcontract costs

E. The County reserves the right to reject any and all Proposals submitted in accordance with the terms of this contract, the right to request Proposals from other sources, and the right to award work to others, all in the best interest of the County.

F. Each requisition for payment shall include copies of all invoices for materials, supplies, subcontractor invoices and copies of daily time sheets, previously approved on a daily basis by an authorized individual of the facility where the work was performed.

G. Payment will not be made for travel time to or from the facility where the work is performed.

12. **GUARANTEE**

A. All work shall be guaranteed to be free of defects in materials and workmanship for a period of one year from the completion date of the work.

13. **MISCELLANEOUS**

A. Prior to submission of bid, the Contractor shall visit each site and become familiar with the existing conditions. Contact the County Department of Buildings and Maintenance to schedule site visits.

**2.1.4.3 SPECIFICATIONS (SECTION 3)**

1. Inspections must be done in accordance with Local, State and Federal Codes.
2. Inspection of Portable Fire Extinguishers must be done Annual.
3. Inspection of Fire Suppression Systems must be done Semi-Annual.
4. Professionally trained and certified technicians must do all work.
5. All extinguishers must be checked that their use class is clearly identified and appropriate for the hazard.
6. A detailed report of the inspection findings must be provided and include recommendations for corrective action where needed.

**2.1.4.3a GENERAL CONDITIONS (SECTION 3)**

**1. GENERAL**

A. The GENERAL CONDITIONS of this contract shall apply to all work and services provided under this specification.

B. The work covered by these specifications consists of furnishing all equipment, tools, materials, labor and services for the inspection, testing, maintenance, minor repairs, replacements and adjustments of all Portable Fire Extinguishers and Fire Suppression Systems in various County-Owned buildings in Delaware County, Pennsylvania as follows:

1. Courthouse Complex (Hand Held Units), Media, PA
2. Fronefield, Media, PA

3. Emergency Communications Center (Hand Held Units), Lima, PA
4. Juvenile Detention Center (Hand Held Units), Lima, PA
5. Voting Machine Warehouse (Hand Held Units), Chester, PA
6. 5th & Penn Sts. Bldg. (Hand Held Units), Chester, PA
7. Bldg #19, Fair Acres Complex (Hand Held Units), Lima, PA
8. Government Center Cafeteria (Ansul R-101 – 20 Dry Chemical System), Media, PA
9. Government Center Data Processing (Kidde Halon 1301 System), Media, PA
10. Courthouse Electronic Recording Center (Kidde Halon 1301 System), Media, PA
11. Juvenile Detention Center Kitchen (Safety First Model # ARS-30), Lima, PA
12. Emergency Communications Center Radio Room (I-Scan/co2 System), Lima, PA
13. P.S.P. Crime Unit (Hand Held Units), 350 N. Middletown Rd., Lima PA

## **2. WORK DESCRIPTION**

A. In general, the work shall consist of but not necessarily be limited to the following:

1. The Inspection, Testing and Maintenance of Portable Fire Extinguishers and Fire Suppression Systems in various County-Owned buildings in Delaware County, Pennsylvania as listed above.

## **3. WORK INCLUDED FOR PORTABLE FIRE EXTINGUISHERS**

A. In addition to the work listed above under WORK DESCRIPTION the work shall include but not necessarily be limited to the following:

1. Check that unit is properly hung with proper manufacturer's hanger.
2. Remove the extinguisher from its hanger.
3. Check the gauge pressure.
4. Check the condition of the gauge and its compatibility with the extinguisher.
5. Check the weight of the extinguisher.
6. Check the last hydrotest test date is within code requirements.
7. Check the last 6-year maintenance inspection, if applicable.
8. Check the valve and shell for damage or corrosion.
9. Remove the hose and inspect it for cracks or splits.
10. Check the hose threads for signs of wear.
11. Check the condition of the discharge horn.
12. Check for obstructions that interfere with accessibility of the extinguisher.
13. Break the extinguisher seal and remove the locking pin.
14. Check the upper and lower handles.
15. Replace the locking pin and reseal the extinguisher.
16. Check the valve opening for powder or any foreign matter.
17. For dry extinguishers, fluff the powder by turning the unit.
18. Clean the extinguisher shell with spray cleaner.
19. Return the hose to its proper position.
20. Check the condition of the hose/horn retention band at the side of the extinguisher.
21. Check that the unit's classification is properly identified with the appropriate decal.
22. Check that the operating instructions are clean and legible.
23. Tag the extinguisher properly.
24. Survey the hazard area to verify that the unit classification corresponds with the hazard.
25. Check that the unit is properly located within the normal path of travel, at a conspicuous height.
26. Check that the unit is visible and unobstructed.
27. Replace the extinguisher on its hanger.

28. Compile a complete report of the inspection, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance.

#### **4. WORK INCLUDED FOR FIRE SUPPRESSION SYSTEMS**

A. In addition to the work listed above under WORK DESCRIPTION the work shall include but not necessarily be limited to the following:

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
3. Test remote pulls for condition and operation.
4. Perform an automatic trip test of the system.
5. Test manual release of the system.
6. Verify the mechanical operation of the system.
7. Verify the gas shutoff function.
8. Verify the electrical shutoff function.
9. Replace fusible links where required.
10. Check system components for cleanliness.
11. Restore the system to normal operation.
12. Reset the system.
13. Install new tamper seals.
14. Remove and inspect suppression agent cylinder.
15. Verify the cylinder/cartridge pressure, agent weight and condition.
16. Check that the last hydratest test date is within code requirements.
17. Inspect and verify piping/bracing to manufacturer's specifications.
18. Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow-off caps intact.
19. Verify that Owner's Manual is available on-site.
20. Verify that a proper portable fire extinguisher is available in an easily seen, accessible location.
21. Inquire about general occupancy relating to fire suppression system in accordance with NFPA standards.
22. Inspect for any changes in the hazard area that may affect the performance and reliability of the fire suppression system.
23. Tag devices as required and perform all required record keeping.
24. Compile a complete report of inspection, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance.
25. Familiarize County representative with proper operation of the equipment.

#### **5. CODES**

- A. All federal, state, and local codes, rules, regulations and ordinances governing this work, are as fully a part of this Specification as if herein repeated or hereto attached. If the Contractor should note any items in the Specifications, the construction of which would be a code violation, the Contractor shall promptly call them to the attention of the Engineer or Owner's Representative in writing. Where the requirements of other Sections of these Specifications are more stringent than any applicable codes, etc., the Specifications shall apply.
- B. All electrical work shall comply with the requirements of the National Electrical Code (NFPA 70), latest edition.

**6. CONTINUITY OF SERVICES**

- A. Contractor shall make only those temporary shut-off of utilities that are absolutely necessary. Authorization for temporary shutoffs shall be done without interference to the facilities operations. Contractor shall give sufficient notice as required by the Owner prior to any utility shut-off. The Contractor shall not undertake any utility shut-offs without written authorization from the owner.
- B. Should the Contractor inadvertently interrupt any services, he shall furnish immediately labor, including overtime, material and equipment necessary for prompt restoration of such service. Cost for all labor, overtime, material and/or equipment shall be borne by the Contractor at no expense to the Owner, Owner's Representative or Engineer.

**7. SAFETY AND FIRE PREVENTION**

- A. The following specific requirements shall be rigidly enforced. No modifications shall be made without written approval of the Owner.

**\*Open flames from welding, burning or soldering are strictly forbidden.**

- B. Use only properly grounded electrical equipment and ground fault interrupting equipment as required by OSHA. Keep electrical extension cords clear of aisles and paths of traffic.
- C. Operations requiring cutting and grinding shall be conducted in a safe manner and shall be subject to approval of the Owner. Contractor shall provide a "Fire Watch" during and for 60 minutes after the completion of any cutting or grinding operations in accordance with NFPA 241 "Safeguarding Building Construction Operations."
- D. Provide and use suitable protective shields and fireproof drop cloths while cutting and grinding to protect property and personnel.
- E. Flammable and Combustible liquids and gases shall only be used within a building by permission of the Owner and shall not be stored or allowed to remain in the building during non-working hours. Dispense all flammable liquids from UL approved safety cans.
- F. Remove combustible rubbish, debris, oily rags and waste from buildings and the Owner's property at the end of each working shift.

**8. STANDARDS AND CODES**

- A. Systems shall be inspected, tested and maintained, and repairs made in accordance with the following codes:
  - 1. The County of Delaware's Building and Fire Codes.
  - 2. The latest editions of the following NFP Standards:
    - NFPA 70, National Electric Code
    - NFPA 72, National Electric Code
    - NFPA 72E, Standard on Automatic Fire Detectors
    - NFPA 101, Life Safety Code
    - NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations
    - NFPA 1962, Standard for the Care, Use and Service Testing of Fire Hose Including Couplings and Nozzles
  - 3. All codes promulgated by the Local Authorities Having Jurisdiction.
  - 4. OSHA- General Industry Safety and Health, CFR 29 Part 1900 to 1910 and 1926.
  - 5. ANSI/ASME B1. 20.1 – Pipe Threads, General Purpose (Inch)

6. Commonwealth of Pennsylvania, Department of Labor and Industry, Fire and Panic Regulations.
7. Commonwealth of Pennsylvania, Department of Health Regulations.

B. Repairs made to the system shall be designed and installed in accordance with the following standards:

2. UL-Underwriters Laboratories
3. The County of Delaware's insurance underwriter's property underwriting requirements
4. The manufacturers' UL listing criteria for the products used in these systems

## **9. QUALIFICATIONS**

- A. Services shall be provided by a fully trained and certified technician. The contractor shall provide the County of Delaware the qualifications of the technician/s servicing these locations.
- B. The Contractor must have an emergency phone number at which he/she or his/her representative can be contacted 24 hours a day, seven days a week, throughout the life of this contract.

## **10. FREQUENCY**

- A. The Contractor shall make one (1) annual inspection of portable fire extinguishers
- B. The contractor shall make two (2) annual inspections of fire suppression systems.

## **11. REPORTS**

- A. Inspection reports for Item Nos 1 through 12, inclusive shall be forwarded to the Department of County facilities Management, Government Center Building, Media, PA 19063
- B. The original mechanic's inspection report and related comment sheet(s) for each item shall be forwarded within one (1) week of the inspection. All reports shall be typewritten, not handwritten!
- C. A summary report listing any recommendation(s) shall be included for each inspection report as specified. All reports shall be typewritten, not handwritten!
- D. The Contractor shall be available for conference with the Owner's representatives at the Owner's facilities upon reasonable notice.

## **12. ACCOMPLISHMENT BY OWNER'S REPRESENTATIVES**

- A. The contractor will be accompanied by a representative of the Owner during inspections and during any and all work.

## **13. WORK AUTHORIZATION**

- A. Except in the event of any emergency, no work under this contract shall be performed without a purchase order.
- B. In the event of any emergency, work may be authorized without a purchase order in order to correct and restore the systems and to relieve the emergency, but necessary work to correct the condition(s), which caused the emergency, shall not be performed without a purchase order.
- C. When requested to provide service under this contract, the Contractor shall visit the site and

prepare a Proposal with the estimate of cost to perform the work requested. If the Proposal is approved and a purchase order is issued, the final cost will be subject to a limitation of the approved estimate plus 10% to cover contingencies.

D. The estimate of cost submitted with the Proposal shall include a breakdown showing:

- i. Cost of materials and supplies
- ii. Cost and hours of labor by job classification
- iii. Subcontract costs

1. The County reserves the right to reject any and all Proposals submitted in accordance with the terms of this contract, the right to request Proposals from other sources, and the right to award work to others, all in the best interest of the County.
2. Each requisition for payment shall include copies of all invoices for materials, supplies, subcontractor invoices and copies of daily time sheets, previously approved on a daily basis by an authorized individual of the facility where the work was performed.
3. Payment will not be made for travel time to or from the facility where the work is performed.

**14. GUARANTEE**

- A. All work shall be guaranteed to be free of defects in materials and workmanship for a period of one year from the completion date of the work.

**15. MISCELLANEOUS**

- A. Prior to submission of bid, the Contractor shall visit each site and become familiar with the existing conditions. Contact the County Department of Facilities Management to schedule site visits.

**FIRE EXTINGUISHER LIST***(pages 23 – 34)*

Location	Type & Number	Lbs.
<b>Government Center</b>		
<b>Ground Floor</b>		
Stair A in Treasurer's	ABC – 38	5
Hallway by VIP	ABC – 35	5
Bureau of Elections	ABC – 34	10
Hallway in old Tax Bureau	ABC - 36	5
Treasurer's Dept.	ABC - 236	5
Treasurer's Dept.	ABC – 37	5
Lobby by Elevators	ABC - 42	5
Lobby by Elevators	ABC - 41	5
Hallway by MAC machine	ABC - 45	15
Hallway by pump room	ABC - 43	10
Hallway by Mail room	ABC - 44	8
Hallway by Dog Tags	ABC - 39	5
Cafeteria	ABC - 170	8
Cafeteria	ABC	5
Community Action in Back	Carbon Dioxide 40	14
<b>First Floor</b>		
Stair A	ABC - 50	5
Stair B	ABC - 48	5
Stair C	ABC - 60	5
Stair D	ABC - 53	5
Stair E in CYS	ABC - 197	5
Room 116	ABC - 52	5
Room 118	ABC - 51	5

County meeting room hall	ABC - 56	5
Council meet room hall	ABC- 55	5
Lobby by Elevators	ABC	10
Lobby by Elevators	ABC	10
Register of Wills front	ABC - 61	5
Register of Wills back	ABC - 62	5
Hallway by OJS	ABC - 58	15
Hallway by Recorder of Deeds	ABC - 49	10
Room 130	ABC - 235	5
<b>Second Floor</b>		
Stair A	ABC - 68	5
Stair B	ABC - 66	5
Stair C	ABC - 74	5
Stair D	ABC - 70	8
Stair E in Controller's	ABC - 233	5
Data Processing	ABC - 69	5
Data Processing	ABC - 232	5
Computer room	Halon 1211 - 72	10
Computer room	Halon 1211 - 71	10
County Council kitchen	ABC	5
County Council hall	ABC - 63	5
County Council hall	ABC - 64	5
Hallway-Back of elev. #9	ABC - 73	5
Hallway by the penthouse	ABC - 67	5
Elevator Lobby	ABC	15
Elevator Lobby	ABC	15
Penthouse		



Air handler room	ABC - 231	10
<b>VIP</b>		
Stair H	ABC - 122	10
Stair G	ABC	10
Door to come in G.C.	ABC - 120	10
<b>'B' Level</b>		
Stair H	ABC - 129	10
Stair G	ABC - 127	10
Stair J	ABC - 131	10
Walls by ramp going down to C	ABC - 126	10
Walls by Tunnel door	ABC - 125	10
Walls by 'B' level meeting rm	ABC - 124	10
Elevator Lobby	ABC - 123	10
Walls by elev. Lobby Olive St.	ABC - 132	10
Ramp on Olive St up from C	ABC - 130	16
Olive St. Ramp		
'B' Maint. Shop elev. lobby	ABC - 46	18
<b>'C' Level</b>		
Stair G	No Number	14
Stair H	No Number	10
Stair J	ABC - 145	10
Elevator Lobby	G6	10
Elevator Room	G10	10
Ramp on Orange St. side	No Number	20
Ramp down to D Level	G12	16
Chiller Room	No Number	14

Walls outside chiller by stair G	No Number	10
Ramp on Olive St. side	G11	10
Outside elev. Lobby Olive St.	No Number	10
'C' maint. Shop elev. lobby	G6	10
<b>'D' Level</b>		
Stair G	G1	5
Wall by Stair G	No Number	10
Ramp	No Number	10
Outside Elev. Lobby	No Number	10
Elevator Lobby	No Number	5
<b>FRONFIELD</b>		
Upper Garage		
By water fountain room	No Number	10
By store room	ABC - 178	34
By House phone	ABC - 172	27
Wheel type	ABC - 179	50
By office	ABC - 47	10
By office	CO2 - No Number	20
By office	No Number	30
By air handler room	No Number	6
Electrical room	No Number	20
Kersey Store room	ABC - 177	10
<b>Lower Garage</b>		
By Ramp	ABC - 169	34
By overhead doors	ABC - 167	34

Carpenter Shop	Water or Loaded Stream 166	28
Lower Ramp	ABC168	15
<b>Upper Boiler Room</b>		
By Office	ABC - 180	17
By office	ABC - 230	25
By Overhead door	ABC - 181	25
Wall by lower Boiler room	ABC - 182	26
<b>Lower Boiler Room</b>		
By hot water heater room	ABC - 187	15
By Exit door	Carbon Dioxide - 183	20
	ABC - 186	10
Old electrical room	No Number	10
<b>Main Floor</b>		
Lobby by men's room	ABC - 22	10
Lobby by women's room	ABC - 23	10
Hallway by Park Police desk	No Number	10
Back of courtrooms 15 & 16	ABC - 25	6
Back of courtrooms 12 & 14	No Number	10
Hallway by Curran	ABC - 23	10
Hallway by Curran	ABC	10
Hallway by Adult Probation	ABC - 32	6
Hallway by Adult Probation	ABC - 26	10
Hallway by holding cells	No Number	10
Hallway by bathrooms	ABC - 31	10
By back Exit door	No Number	10

<b>Curran Building</b>		
Basement Room B07	B-1 ABC	10
Basement Room B08	B-2 ABC	10
First Floor Lobby	FF-1 ABC	10
First Floor Rear	FF-2 ABC	10
Second Floor Lobby	SF-1 ABC	10
Second Floor Rear	SF-2 ABC	10
Third Floor Lobby	TF-1 ABC	10
Third Floor Rear	TF-2 ABC	10
Third Floor Mail Room	TF-3 ABC	10
<b>COURTHOUSE</b>		
Elevator room	ABC	5
<b>Law Library</b>		
By front doors	ABC - 228	10
By copier & ladies' room	ABC - 103	10
Stair T	ABC - 104	10
<b>Third Floor</b>		
Back Hallway		
Stair P	ABC - 101	10
By bathrooms	ABC - 102	10
Copier Room	No Number	10
Stair N back hall	ABC - 98	10
Hallway to Stair N	ABC - 234	5
Stair S	ABC - 96	10

22 Judges Chambers		
<b>Front Hallway</b>		
Stair R	ABC - 94	10
Hallway	ABC - 99	10
Stair Q	ABC - 100	10
<b>Side hallway by C.R.#2</b>		
2 <sup>nd</sup> Floor	ABC - 93	10
<b>Second Floor</b>		
Back Hallway		
Stair S	ABC - 88	10
Stair P	ABC - 92	10
By holding cell	No Number	10
By C.R. #5	ABC - 91	10
<b>Front Hallway</b>		
By C.R. #5	ABC - 89	10
Stair Q	ABC - 90	10
By C.R. #4	ABC - 85	10
Stair R	ABC - 86	10
<b>D.A.'s office</b>		
Main hallway	ABC - 82	10
Stair P	ABC-83	10
Stair Q	ABC - 84	10

<b>Hallway by C.R. #11</b>	ABC - 80	10
Stair S	ABC - 79	10
Stair R	ABC - 78	10
Hallway by C.R. #7	ABC - 77	10
Sheriff's Office	ABC - 81	10
<b>Basement</b>		
Stair R	ABC	10
Recording room 115	Halon 1211	5
Recording room 113	Halon 1211	5
Recording room main system	Halon system 1301	172
Air handler room by ramp	ABC - 112	10
Air handler – D.A.'s	ABC	5
Air handler – C.I.D.	Carbon dioxide 110	10
<b>CID</b>		
Stair Q	ABC - 109	10
By old entrance Front	ABC	6
Hallway by forensic unit	ABC - 237	10
Fire pump room	ABC - 117	10
Fire pump room	ABC - 118	10
<b>Basement</b>		
Stair R	No Number	
Electric room	ABC-113	10
Electric room	ABC-115	10
Onan generator room	Halon 1211 - 119	5
Elevator room #1	ABC	10
Room B-65	152	10

<b>5<sup>TH</sup> &amp; PENN</b>		
1 <sup>st</sup> Floor-State Health Center		
Lobby area	ABC	10
Back hall	ABC	10
<b>1<sup>st</sup> Floor –Next to Health Center</b>		
By back door	ABC PW	5
By front door	PW #28	10
By old Rec. area	PW	5
In boiler room	COZ	17 7/8
<b>2<sup>nd</sup> Floor –</b>		
Front door leading to 2 <sup>nd</sup> floor	ABC	7
Right side hall	ABC	7
Right side hall back Kitchen	ABC	7
Middle Hallway	ABC	5
<b>VOTING MACHINE WREHSE.</b>		
Heater room Basement	ABC – Dry chemical	10
1 <sup>st</sup> . Floor in far back	Pres. Water	
1 <sup>st</sup> . floor Bal Near Stairs	Carbon Dioxide	43 ½
1 <sup>st</sup> . floor next to Bay door	Carbon Dioxide	43 ½
1 <sup>st</sup> . floor outside of men’s room	ABC	10
1 <sup>st</sup> . floor outside office	ABC – Dry Chemical	10
2 <sup>nd</sup> floor in far rear	ABC	10

2 <sup>nd</sup> floor in far rear	ABC	10
2 <sup>nd</sup> floor Front	Pres. Water	
2 <sup>nd</sup> floor near women's room	Co2	44
<b>JUVENILE DETENTION CNTR</b>		
Lobby - rear	P/W – L-1	
Basement-wood shop	Co2 – W5-1	10
Kitchen	Co2 – K-1	5
Home Ec	ABC – HED-1	10
Kitchen	P/W – K-2	
Kitchen	P/W – K-3	
Kitchen BR-5	D/C – K-4	6
<b>Boiler Room</b>		
Top of Stairs	Co2 – BR-1	10
Bottom of Stairs	Co2 – BR-2	5
Center Wall	Co2 – BR-3	5
Center wall	Co2 – BR-4	20
East End	Co2 – BR-5	5
<b>First Floor</b>		
Hall by room B-116	P/W – FFHW-1	
Hall by room B-116	P/W – FFHW-2	
Gym West	P/W – GY-1	
Gym East	P/W – GY-2	
Girls Section E		
Hall by room E-128 Water	P/W – E-1	
Hall by room E-128 Water	P/W – E-2	



'C' wing 1 <sup>st</sup> floor	P/W – C-1	
'C' wing 1 <sup>st</sup> floor	P/W – C-2	
'D' wing 1 <sup>st</sup> floor	P/W – D-1	
'D' wing 1 <sup>st</sup> floor	P/W – D-2	
Basement	ABC – B-1	10
Main shop	ABC – MS-1	6
Main shop	ABC – MS-2	6
A/C Room Roof	ABC - DHE	5
A/C Room Roof	ABC - DHD	5
A/C Room Roof	ABC - DHC	5
Ceramics	ABC – AC-1	10
Ceramics	ABC – AC-2	6
Ceramics	ABC – AC-3	10
<b>911 Building</b>		
Office	ABC - 116	10
Hall, room 118	ABC -	10
Room 120	ABC	10
Radio Room	Co2	10
Radio Room	Co2	10
Lunch Room	ABC	10
Generator Bldg.	Halon	
Room 101	ABC	10
Room 133	ABC	10
Room 135	ABC	10
Room 141	ABC	10
Room 142	ABC	10
<b>Building # 19 (Fair Acres )</b>		

<b>Record Storage Area</b>		
Loading Dock	ABC	10
Right Side Door in Store Room	ABC	10
Back Hallway	ABC	10
Right Side Back Doorway	ABC	10
Main Aisle way on Back wall	ABC	10
Rear Left Back Wall	ABC	10
Front Left Wall	ABC	10
Side Room on Left		
Side Room on Left by Morgue	ABC	10
Basement Down Stairs	ABC	10
Basement Back Pillar	CO2	15
<b>Library Services</b>		
Front Door	ABC	10
Back Door	ABC	10
<b>Medical Examiner</b>		
Front Hall	ABC	10
Back Room by Exit Door	ABC	10
Morgue Front Hall	ABC	10
Morgue by Loading Dock	ABC	10
<b>P.S.P. Crime Lab</b>		
Front Hall	ABC	10
Exit Door	ABC	10
Equipment Room	ABC	10
Boiler Room	ABC	10
Pump Room	ABC	10

#### **2.1.4.4 SPECIFICATIONS (SECTION 4)**

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
3. Inquire about any changes or modifications of the fire detection and alarm system.
4. Inquire about changes in the general occupancy environment, operations and conditions relating to the fire detection and alarm system in accordance with NFPA standards.
5. Inquire about the Customer's general storage and stock arrangements for combustibles in relation to fire alarm and suppression systems.
6. Check the general condition of the fire alarm panel and related equipment.
7. Test all smoke and heat detectors in accordance with their manufacturer's specifications.
8. Inspect all fire alarm control panels and remote fire alarm panels.
9. Inspect and test all annunciators and zones both visually and by tripping a detector.
10. Inspect and meter all batteries.
11. Inspect all output relays and test their activation.
12. Inspect and exercise all flow switches, tamper switches and low-pressure alarms.
13. If applicable, verify that all signals are received by Simplex Grinnell's Central Station Monitoring.
14. Inspect the smoke detectors for cleanliness. Clean the detectors that require cleaning in accordance with their manufacturer's guidelines.
15. Test non-restorable heat detector circuits by simulating electrical operation at the wiring connection.
16. Function test all accessible heat-actuating devices, both electrically and pneumatically in accordance with the manufacturer's specification. When explosive conditions are present, hot water will be used to heat test all heat actuating devices.
17. Inspect and exercise all supervised control valves and switches.
18. During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start-up and HVAC/smoke control.
19. Tag devices as required and perform all required record keeping.
20. Compile a complete report of the inspection, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance.
21. Familiarize the County representative with the proper operation of the equipment.
22. Will have to coordinate and work with vendors that are awarded other sections of this contract to provide complete and thorough inspections.
23. Work must be done to meet the following GENERAL CONDITIONS

#### **2.1.4.4a GENERAL CONDITIONS (SECTION 4)**

##### **1. GENERAL**

- A. The GENERAL CONDITIONS of this contract shall apply to all work and services provided under this specification.
- B. The work covered by these specifications consists of furnishing all equipment, tools, materials, labor and services for the inspection, testing, and adjustments of all Fire Detection and Alarm Systems in various County-Owned buildings in Delaware County, Pennsylvania as follows:

Location: Government Center Building  
Fire Alarm and Suppression Detection Systems  
Test & Inspect

	<u>Quantity</u>	<u>Frequency</u>
Simplex 4100 (Fire Alarm Panel)	1	Annual
Smoke Detector (Test/Inspect)	42	Annual
Smoke Detector (Cleaning)	42	Annual
Duct Detector	18	Annual
Pull Station	11	Annual
Audio/Visual Unit	5	Annual
Output/Input functional test (e.g. door contacts, relays, Avs, pulls)	30	Annual
N.A.C. Panel (Notification Appliance Circuit remote power panel)	1	Annual
(GCC) Graphic Command Center	1	Annual

**Location: Courthouse**

Fire Alarm and Suppression Detection Systems  
Test & Inspect

	<u>Quantity</u>	<u>Frequency</u>
Simplex 4100 (Fire Alarm Panel)	1	Annual
Smoke Detector (Test/Inspect)	20	Annual
Smoke Detector (Cleaning)	20	Annual
Duct Detector	61	Annual
Heat Detector	1	Annual
Pull Station	32	Annual
Audio/Visual Unit	3	Annual
Output/Input functional test (e.g. door contacts, relays, Avs, pulls)	33	Annual
Sprinkler Waterflow Switch (Waterflow Switch)	1	Annual
N.A.C. Panel (Notification Appliance Circuit remote power panel)	1	Annual

**Location: Fronefield**

Fire Alarm and Suppression Detection Systems  
Test & Inspect

	<u>Quantity</u>	<u>Frequency</u>
Simplex 4100 (Fire Alarm Panel)	1	Annual
Smoke Detector (Test/Inspect)	170	Annual

Smoke Detector (Cleaning)	170	Annual
Duct Detector	9	Annual
Heat Detector	9	Annual
Pull Station	17	Annual
Audio/Visual Unit	6	Annual
Output/Input functional test (e.g. door contacts, relays, Avs, pulls)	1	Annual
Sprinkler Waterflow Switch (Waterflow Switch)	1	Annual
Sprinkler Tamper Switch (Tamper Switch)	1	Annual
N.A.C. Panel (Notification Appliance Circuit remote power panel)	1	Annual

**Location: Curran**

**Fire Alarm and Suppression Detection Systems**

<u>Test &amp; Inspect</u>	<u>Quantity</u>	<u>Frequency</u>
Simplex 4020 (Fire Alarm Panel)	1	Annual
Smoke Detector (Test/Inspect)	5	Annual
Smoke Detector (Cleaning)	5	Annual
Duct Detector	1	Annual
Heat Detector	1	Annual
Pull Station	4	Annual
Audio/Visual Unit	4	Annual
N.A.C. Panel (Notification Appliance Circuit remote power panel)	1	Annual

**Location: Voting Machine Building 24<sup>th</sup> Street in Chester, PA**

**Fire Alarm and Suppression Detection Systems**

<u>Test &amp; Inspect</u>	<u>Quantity</u>	<u>Frequency</u>
Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel)	1	Annual
Heat Detector	1	Annual
Pull Station	8	Annual
Audio/Visual Unit	7	Annual

**Location: 5<sup>th</sup> & Penn**

Fire Alarm and Suppression Detection Systems

<u>Test &amp; Inspect</u>	<u>Quantity</u>	<u>Frequency</u>
Simplex 4100 (Fire Alarm Panel)	1	Annual
Smoke Detector (Test/Inspect)	4	Annual
Smoke Detector (Cleaning)	4	Annual
Duct Detector	4	Annual
Heat Detector	4	Annual
Pull Station	7	Annual
Audio/Visual Unit	6	Annual
Output/Input functional test (e.g. door contacts, relays, Avs, pulls)	21	Annual
Sprinkler Waterflow Switch (Waterflow Switch)	1	Annual
Sprinkler Tamper Switch (Tamper Switch)	1	Annual
N.A.C. Panel (Notification Appliance Circuit remote power panel)	1	Annual

**Location: Juvenile Detention Center**

Fire Alarm and Suppression Detection Systems

<u>Test &amp; Inspect + Labor (24/7)</u>	<u>Quantity</u>	<u>Frequency</u>
Fire Alarm Control Panel (Multiplex/Addressable)	1	Annual
Annunciator Panel	1	Annual
N.A.C. Panel (Notification Appliance Circuit remote power panel)	2	Annual
Smoke Detector (Test/Inspect)	174	Annual
Heat Detector	27	Annual
Vesda Early Detection Device	4	Annual
Pull Station	11	Annual
D.A.C.T. Inspection (Inspect at time of FACP inspection)	1	Annual
Audio/Visual Unit	20	Annual

**Location: Delaware County Emergency Communications**

Fire Alarm and Suppression Detection Systems

<u>Test &amp; Inspect</u>	<u>Quantity</u>	<u>Frequency</u>
Fire Alarm Control Panel	1	Annual
Manual Pull Stations	12	Annual
Heat Detectors	16	Annual
Smoke Detectors	53	Annual
Duct Detectors	6	Annual
Waterflow Switch	5	Annual
Low Air Pressure Switch	1	Annual
Tamper Switch	5	Annual
Audio/Visual Devices	18	Annual
Visual Devices	10	Annual
Battery Load Voltage	2	Annual

**Location: P.S.P. Crime Lab, Lima PA**

Fire Alarm and Suppression Detection Systems

<u>Test &amp; Inspect</u>	<u>Quantity</u>	<u>Frequency</u>
Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel)	1	Annual
Heat Detector	1	Annual
Pull Station	6	Annual
Audio/Visual Unit	7	Annual

**2. WORK DESCRIPTION**

- A. In general the work shall consist of but not necessarily be limited to the following:
  - 1. The Inspection and Testing of Fire Detection and Alarm Systems in various County-Owned buildings in Delaware County, Pennsylvania as listed above.

**3. CODES**

- A. All federal, state, and local codes, rules, regulations and ordinances governing this work, are as fully a part of this Specification as if herein repeated or hereto attached. If the Contractor should note any items in the Specifications, the construction of which would be a code violation, the Contractor shall promptly call them to the attention of the Engineer or Owner's Representative in writing. Where the requirements of other Sections of these Specifications are more stringent than any applicable codes, etc., the Specifications shall apply.

- B. All electrical work shall comply with the requirements of the National Electrical Code (NFPA 70), latest edition.

4. **CONTINUITY OF SERVICES**

- A. Contractor shall make only those temporary shut-off of utilities that are absolutely necessary. Authorization for temporary shutoffs shall be done without interference to the facilities operations. Contractor shall give sufficient notice as required by the Owner prior to any utility shut-off. The Contractor shall not undertake any utility shutoffs without written authorization from the owner.
- B. Should Contractor inadvertently interrupt any services, he shall furnish immediately labor, including overtime, material and equipment necessary for prompt restoration of such service. Cost for all labor, overtime, material and/or equipment shall be borne by the Contractor at no expense to the Owner, Owner's Representative or Engineer.

5. **SAFETY AND FIRE PREVENTION**

- A. The following specific requirements shall be rigidly enforced. No modifications shall be made without written approval of the Owner.

\*Open flames from welding, burning or soldering are strictly forbidden.

- B. Use only properly grounded electrical equipment and ground fault interrupting equipment as required by OSHA. Keep electrical extension cords clear of aisles and paths of traffic.
- C. Operations requiring cutting and grinding shall be conducted in a safe manner and shall be subject to approval of the Owner. Contractor shall provide a "Fire Watch" during and for 60 minutes after the completion of any cutting or grinding operations in accordance with NFPA 241 "Safeguarding Building Construction Operations."
- D. Provide and use suitable protective shields and fireproof drop cloths while cutting and grinding to protect property and personnel.
- E. Flammable and Combustible liquids and gases shall only be used within a building by permission of the Owner and shall not be stored or allowed to remain in the building during non-working hours. Dispense all flammable liquids from UL approved safety cans.
- F. Remove combustible rubbish, debris, oily rags and waste from buildings and the Owner's property at the end of each working shift.

6. **STANDARDS AND CODES**

- A. Systems shall be inspected, tested and maintained, and repairs made in accordance with the following codes:
  - 1. The County of Delaware's Building and Fire Codes.
  - 2. The latest editions of the following NFP Standards:
    - NFPA 70, National Electric Code
    - NFPA 72, National Electric Code
    - NFPA 72E, Standard on Automatic Fire Detectors
    - NFPA 101, Life Safety Code



- NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations
- NFPA 1962, Standard for the Care, Use and Service Testing of Fire Hose Including Couplings and Nozzles

- B. All codes promulgated by the Local Authorities Having Jurisdiction.
- C. OSHA- General Industry Safety and Health, CFR 29 Part 1900 to 1910 and 1926.
- D. ANSI/ASME B1. 20.1 – Pipe Threads, General Purpose (Inch)
- E. Commonwealth of Pennsylvania, Department of Labor and Industry, Fire and Panic Regulations.
- F. Commonwealth of Pennsylvania, Department of Health Regulations.
- G. Repairs made to the system shall be designed and installed in accordance with the following standards:

- 1. UL-Underwriters Laboratories
- 2. The County of Delaware’s insurance underwriter’s property underwriting requirements
- 3. The manufacturers’ UL listing criteria for the products used in these systems

**7. QUALIFICATIONS**

- A. Services shall be provided by a fully trained and certified technician. The contractor shall provide the County of Delaware the qualifications of the technician/s servicing these locations.
- B. The Contractor must have an emergency phone number at which he/she or his/her representative can be contacted 24 hours a day, seven days a week, throughout the life of this contract.

**8. FREQUENCY**

- A. The Contractor shall make one (1) annual inspection of Fire detection and alarm systems.

**9. REPORTS**

- A. Inspection reports for Item Nos. 1 through 12, inclusive shall be forwarded to the Department of County Buildings and Maintenance, Government Center Building, Media, PA 19063.
- B. The original mechanic’s inspection report and related comment sheet(s) for each item shall be forwarded within one (1) week of the inspection. All reports shall be typewritten, not handwritten!
- C. A summary report listing any recommendation(s) shall be included for each inspection report as specified. All reports shall be typewritten, not handwritten!
- D. The Contractor shall be available for conference with the Owner’s representatives at the Owner’s facilities upon reasonable notice.

**10. ACCOMPANIMENT BY OWNER’S REPRESENTATIVES**

- A. The contractor will be accompanied by a representative of the Owner during inspections and during any and all work.

11. **WORK AUTHORIZATION**

- A. Except in the event of any emergency, no work under this contract shall be performed without a purchase order.
- B. In the event of any emergency, work may be authorized without a purchase order in order to correct and restore the systems and to relieve the emergency, but necessary work to correct the condition(s), which caused the emergency, shall not be performed without a purchase order.
- C. When requested to provide service under this contract, the Contractor shall visit the site and prepare a Proposal with the estimate of cost to perform the work requested. If the Proposal is approved and a purchase order is issued, the final cost will be subject to a limitation of the approved estimate plus 10% to cover contingencies.
- D. The estimate of cost submitted with the Proposal shall include a breakdown showing:
  - 1. Cost of materials and supplies
  - 2. Cost and hours of labor by job classification
  - 3. Subcontract costs
- E. The County reserves the right to reject any and all Proposals submitted in accordance with the terms of this contract, the right to request Proposals from other sources, and the right to award work to others, all in the best interest of the County.
- F. Each requisition for payment shall include copies of all invoices for materials, supplies, subcontractor invoices and copies of daily time sheets, previously approved on a daily basis by an authorized individual of the facility where the work was performed.
- G. Payment will not be made for travel time to or from the facility where the work is performed.

12. **GUARANTEE**

- A. All work shall be guaranteed to be free of defects in materials and workmanship for a period of one year from the completion date of the work.

13. **MISCELLANEOUS**

- A. Prior to submission of bid, the Contractor shall visit each site and become familiar with the existing conditions. Contact the County Department of Buildings and Maintenance to schedule site visits.

**2.1.4.5 SPECIFICATION (SECTION 5)**

**1. Central Station Monitoring**

- A. Provide 24-hour remote monitoring.
  - 1. Provide all dialers, contacts, wiring and other components needed to perform this function.
- 2. Provide notification to County Emergency Communications Center, County Park Police and County Buildings and Maintenance.
- 3. Provide 24-hour monitoring of Communication Devices.
  - 6. Provide all Service and Maintenance to monitoring equipment.
  - 7. Provide Per Point Monitoring for all detection equipment.

- 1. County shall have unlimited calls to Central Station Monitoring. No matter the cause of the dial-out the County shall not incur charges.

2. Work must be done to meet the following GENERAL CONDITIONS:

**2.1.4.5a GENERAL CONDITIONS (SECTION 5)**

1. **WORK DESCRIPTION**

- A. In general the work shall consist of but not necessarily be limited to the following:

1. The Central Station Monitoring of various County-Owned buildings in Delaware County, Pennsylvania as listed above.

2. **CODES**

- A. All federal, state, and local codes, rules, regulations and ordinances governing this work, are as fully a part of this Specification as if herein repeated or hereto attached. If the Contractor should note any items in the Specifications, the construction of which would be a code violation, the Contractor shall promptly call them to the attention of the Engineer or Owner's Representative in writing. Where the requirements of other Sections of these Specifications are more stringent than any applicable codes, etc., the Specifications shall apply.
- B. All electrical work shall comply with the requirements of the National Electrical Code (NFPA 70), latest edition.

3. **CONTINUITY OF SERVICES**

- A. Contractor shall make only those temporary shut-off of utilities that are absolutely necessary. Authorization for temporary shutoffs shall be done without interference to the facilities operations. Contractor shall give sufficient notice as required by the Owner prior to any utility shut-off. The Contractor shall not undertake any utility shut offs without written authorization from the owner.
- B. Should Contractor inadvertently interrupt any services, he shall furnish immediately labor, including overtime, material and equipment necessary for prompt restoration of such service. Cost for all labor, overtime, material and/or equipment shall be borne by the Contractor at no expense to the Owner, Owner's Representative or Engineer.

4. **SAFETY AND FIRE PREVENTION**

- A. The following specific requirements shall be rigidly enforced. No modifications shall be made without written approval of the Owner.

\*Open flames from welding, burning or soldering are strictly forbidden.

- B. Use only properly grounded electrical equipment and ground fault interrupting equipment as required by OSHA. Keep electrical extension cords clear of aisles and paths of traffic.
- C. Operations requiring cutting and grinding shall be conducted in a safe manner and shall be subject to approval of the Owner. Contractor shall provide a "Fire Watch" during and for 60 minutes after the completion of any cutting or grinding operations in accordance with NFPA 241 "Safeguarding Building Construction Operations."

- D. Provide and use suitable protective shields and fireproof drop cloths while cutting and grinding to protect property and personnel.
- E. Flammable and Combustible liquids and gases shall only be used within a building by permission of the Owner and shall not be stored or allowed to remain in the building during non-working hours. Dispense all flammable liquids from UL approved safety cans.
- F. Remove combustible rubbish, debris, oily rags and waste from buildings and the Owner's property at the end of each working shift.

**5. STANDARDS AND CODES**

- A. Systems shall be inspected, tested and maintained, and repairs made in accordance with the following codes:
  - 1. The County of Delaware's Building and Fire Codes.
  - 2. The latest editions of the following NFP Standards:
    - NFPA 70, National Electric Code
    - NFPA 72, National Electric Code
    - NFPA 72E, Standard on Automatic Fire Detectors
    - NFPA 101, Life Safety Code
    - NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations
    - NFPA 1962, Standard for the Care, Use and Service Testing of Fire Hose Including Couplings and Nozzles
- B. All codes promulgated by the Local Authorities Having Jurisdiction.
- C. OSHA- General Industry Safety and Health, CFR 29 Part 1900 to 1910 and 1926.
- D. ANSI/ASME B1. 20.1 – Pipe Threads, General Purpose (Inch)
- E. Commonwealth of Pennsylvania, Department of Labor and Industry, Fire and Panic Regulations.
- F. Commonwealth of Pennsylvania, Department of Health Regulations.
- G. Repairs made to the system shall be designed and installed in accordance with the following standards:
  - 1. UL-Underwriters Laboratories
  - 2. The County of Delaware's insurance underwriter's property underwriting requirements
  - 3. The manufacturers' UL listing criteria for the products used in these systems

**6. QUALIFICATIONS**

- A. Services shall be provided by a fully trained and certified technician. The contractor shall provide the County of Delaware the qualifications of the technician/s servicing these locations.
- B. The Contractor must have an emergency phone number at which he/she or his/her representative can be contacted 24 hours a day, seven days a week, throughout the life of this contract.

**7. REPORTS**

- A. A summary report listing any recommendation(s) shall be included. All reports shall be typewritten, not handwritten!

- B. The Contractor shall be available for conference with the Owner's representatives at the Owner's facilities upon reasonable notice.

8. **ACCOMPANIMENT BY OWNER'S REPRESENTATIVES**

- A. The contractor will be accompanied by a representative of the Owner during inspections and during any and all work.

9. **WORK AUTHORIZATION**

- A. Except in the event of any emergency, no work under this contract shall be performed without a purchase order.
- B. In the event of any emergency, work may be authorized without a purchase order in order to correct and restore the systems and to relieve the emergency, but necessary work to correct the condition(s), which caused the emergency, shall not be performed without a purchase order.
- C. When requested to provide service under this contract, the Contractor shall visit the site and prepare a Proposal with the estimate of cost to perform the work requested. If the Proposal is approved and a purchase order is issued, the final cost will be subject to a limitation of the approved estimate plus 10% to cover contingencies.
- D. The estimate of cost submitted with the Proposal shall include a breakdown showing:
  - 1. Cost of materials and supplies
  - 2. Cost and hours of labor by job classification
  - 3. Subcontract costs
- E. The County reserves the right to reject any and all Proposals submitted in accordance with the terms of this contract, the right to request Proposals from other sources, and the right to award work to others, all in the best interest of the County.
- F. Each requisition for payment shall include copies of all invoices for materials, supplies, subcontractor invoices and copies of daily time sheets, previously approved on a daily basis by an authorized individual of the facility where the work was performed.
- G. Payment will not be made for travel time to or from the facility where the work is performed.

10. **GUARANTEE**

- A. All work shall be guaranteed to be free of defects in materials and workmanship for a period of one year from the completion date of the work.

11. **MISCELLANEOUS**

- A. Prior to submission of bid, the Contractor shall visit each site and become familiar with the existing conditions. Contact the County Department of Buildings and Maintenance to schedule site visits.

### **3.0 ADDITIONAL REQUIREMENTS**

Contractor must be available for call-in by the Facilities Management Manager or designee. Response time shall be within one (1) hour of call. Contractor must provide a phone number for accepting calls 24 hours per day and 7 days per week. The County must be notified immediately of any phone number changes.

Contractor shall have adequate staff and equipment to accomplish the **Fire Monitoring and Inspection Services** without delay. All equipment used in this service must meet the manufacturer's safety requirements and be properly installed and functional. All vehicles and equipment must be operated in a safe manner. The County reserves the right to request detailed listings of equipment, staffing, service routes, etc.

Contractor is to adhere to local/county/state noise control ordinances/laws and is responsible to follow all State, County, local and municipal codes regarding the **Fire Monitoring and Inspection Services**. Contractor must possess and provide, at no cost to the County, appropriate licenses and permits associated with the provision of **Fire Monitoring and Inspection Services**.

Pursuant to the conditions above, the method of **Fire Monitoring and Inspection Services**, equipment used, and plan of action shall be up to the Contractor's discretion. In the event the Contractor fails perform services, within the time frames listed above and the County is required to procure services from another vendor, the Contractor may be held liable for any costs over and above the contractual price for the site(s) involved. In such a situation, the additional cost for these services will be billed to the Contractor or payment will be reduced for the additional cost incurred.

#### **3.1 EXTRA SERVICES**

Extra services are not covered under this contract. Contractor may provide a price quotation for any Extra Services upon request. Extra services are not included in this contract. A purchase order authorizing services will be issued prior to commencement of services. The County reserves the right to obtain additional proposals from other vendors.

#### **3.2 ASSIGNMENTS/SUBCONTRACTING**

The Contractor shall not assign or sub-contract all or any part of said work without the express written permission of the Contract Administrator.

### **PERFORMANCE**

The County's Contract Administrator will monitor the Contractor's work performance. All goods and/or services are to be completed in accordance with the Specifications and the Contractor must present each site in a condition that is completely satisfactory to the Contract Administrator. The Contract Administrator shall have the right to reject any service, which is provided that is not, in his/her opinion, in accordance with the specifications. Any Site rejected by the County shall be re-serviced at the sole expense of the Contractor. Any deficiency in the Contractor's performance shall be reported to the Contractor by telephone and in writing, and the Contractor shall correct such deficiencies no later than twenty-four (24) hours following receipt of such notice. In the case where a dispute arises between the Contractor and the County regarding the Contractor's performance, the Contractor shall perform the service and report the facts to the Contract Administrator who shall render a decision that the Contractor shall act upon. The Contractor may request, in writing, a meeting with the Solicitor and/or Deputy Solicitor to review the reasonableness of the Contract Administrator's decision after first carrying out such action fully. In the event that the Contractor fails, neglects, or refuses to commence or complete all work as herein specified, the County shall pursue all proper remedies under the Contractor's performance bond as detailed in the specifications.

## **EMPLOYEES & EMPLOYEE WORKING CONDITIONS**

All work performed under the terms of this contract shall conform to the requirements of any applicable Local, State, or Federal Codes, Laws, or Agencies. The Contractor's attention is specifically directed to the Occupational Safety and Health Act (OSHA). All work shall be in accordance with the requirements of current OSHA standards. Should a conflict exist between the method of work specified and the applicable OSHA regulation, the OSHA regulation shall prevail.

## **SUPERVISION**

The Contractor shall provide full-time supervision by a competent employee for the purpose of insuring that service is properly completed in accordance with the provisions of this contract. Assigned competent employee shall be able to speak, read and write English. The Contractor's Manager shall at all times make him/herself personally available at each site during the regular workday, or at any other times when the service is being performed, to aid in resolving any problems that may arise. The Contractor shall apply supervision to maintain order and control. There shall be one overall project Manager who shall be the contact person. The Contractor shall notify the County, in writing, the name, contact phone number and pager number, if available, of the Manager and shall notify the County of any change in Manager during the term of the Contract.

## **EQUIPMENT**

The contractor shall have all equipment and tools necessary to provide all goods and/or services for Delaware County in accordance with the Specifications.

## **PAYMENTS**

Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. The Contractor shall be required to submit a complete and detailed monthly invoice including the service performed, and the date of the service prior to payment. Invoice must indicate: Invoice #, P.O. #, Contract number, the name of the site(s), month of service(s), the date(s) of service and the type of service rendered. All contracted sites should be submitted on one (1) monthly invoice. Invoices are to be submitted for payment no later than thirty (30) days from the invoice date. The final monthly/seasonal payment of each year will be processed once the final invoice is received and damages that may have been caused by the Contractor have been satisfactorily repaired.

## **INSURANCE & LIMITS**

The Contractor shall take out and maintain in full force and effect at all times during the life of the Contract, Public Liability and Property Damage Insurance including Automotive and Vehicular coverage, and appropriate Workers' Compensation Coverage, with a company or companies authorized to do business in the Commonwealth of Pennsylvania. The policies of insurance and companies selected shall be acceptable to, and approved by, the County and shall protect him/her performing work covered by this Contract from any and all claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by him/herself or by anyone directly or indirectly employed by either of them. The insurance policy shall be so written as to name the County of Delaware as an "Additional Name Insured," indemnifying the County with respect to the Contractor's action as a part of this Contract. The amount of such insurance shall be as shown in the following paragraphs:

Public Liability and Property Damage Insurance of the type commonly known as "Combined Single Limit" in the amount of \$1,000,000 for both public liability and property damage. Standard Workers' Compensation and Employers' Liability Insurance indemnifying the Contractor against any loss arising from liabilities for injuries sustained by any and all agents and servants of the Contractor as may be required by law.

## CERTIFICATES

Upon notification by the County, the Contractor shall supply to the Contract Administrator within five (5) days of notification, a Certificate of his insurance carrier or carriers that the policies hereinabove required are in full force and effect for the amount required by the Specifications. In addition, the Contractor shall file with the Contract Administrator of the County of Delaware at least ten (10) days prior to the commencement of the work to be performed under this Contract, certificate of his insurance carrier or carriers that the policies hereinabove required are in full force and effect. In addition, the Contractor shall at least ten (10) days prior to any renewal date of the foregoing policies, file certificate of the renewal and continuance of said policies during the life of the Contract. **Each certificate shall specifically provide and shall contain the endorsements that shall name the County of Delaware as an Additional Name Insured indemnifying the County with respect to the Contractor's action as a part of this Contract, and the County of Delaware must be named as a Certificate Holder on all policies covering this Agreement, so that they are notified if the policy is going to be canceled.** The insurance carrier shall give not less than thirty (30) days' notice in writing to the County of its intention to cancel said policy. The certificates shall be approved by the County Solicitor prior to filing with the County Clerk. If there is cancellation of any policy issued in the name of the Contractor, then, when rewritten, the cost of the new policy shall be borne by the Contractor.

## INDEMNIFICATIONS

The Contractor shall indemnify and hold the County harmless from and against any and all claims, and liability of any kind, which may result or arise, directly or indirectly from or by reason of the performance of the goods and/or services. The Contractor shall also indemnify and hold the County harmless from any act or omission by the Contractor, its agents, servants, employees, subcontractors' successors or assignees which shall result in any loss of life or property or injury or damage to persons or property in accordance herewith as well as in accordance with the provision of the Performance Bond.

## ASSIGNMENT OF CONTRACT

Except as provided herein, the Contractor shall not assign, transfer, convey or in any other manner dispose of this Contract or his obligations hereunder, nor shall he/she in any manner dispose of his/her right, title or interest in or to it or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract. If the Contractor's entire company is sold, this Agreement shall be binding on his/her successors or assignee and will remain in full effect. No such assignment, transfer, conveyance or other disposition with respect to all or any part of said Contract shall be valid or effective until the document evidencing said assignment, transfer, conveyance or other disposition shall be filed in the Office of the County Clerk, reviewed and approved by the County Solicitor, endorsed and certified by both or all parties to said transaction to be a true and complete copy of the entire transaction.

## BREACH OF CONTRACT & CAUSES FOR A BREACH OF CONTRACT

In addition to those instances specifically referred to in other sections herein contained, the County shall have the right at its option to terminate the Contract, said termination evidenced by a due and proper resolution of the County Council of Delaware County and by mailing a copy thereof certified by the County Clerk, by Certified mail to the principal place of business of the Contractor, under any one or more of the following circumstances:

- a. If the Contractor becomes insolvent.
- b. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.
- c. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.



- d. In the event the Contractor fails to commence work in accordance with the Specifications.
- e. In the event the Contractor shall abandon the work.
- f. In the event the Contractor shall abandon any portion of the work to be performed under the Specifications.
- g. If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants, agreements, contained within the Specifications.
- h. If the Contractor shall, without just cause, reduce his working force to a number which would be insufficient in the opinion of the County, upon the advice of the Contract Administrator. Upon notification of such, if he/she shall fail or refuse to increase such working force within ten (10) days.
- i. The Contractor shall fail to keep, perform, and observe each and every other promise, term, obligation, and agreement set forth in this Agreement on its part to be kept, performed or observed, within ten (10) days after receipt of notice of default thereunder from the County of Delaware and the Contractor shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.
- j. If the Contractor shall sublet, assign, transfer, convey or otherwise dispose of his Contract or any portion thereof other than in accordance with the Specifications.
- k. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.
- l. If the County Solicitor, upon the advice of the Contract Administrator, shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the Specifications.

**NOTICE**

Before the Contract shall be declared terminated, the County shall give notice to the Contractor of the nature of the breach claimed, and the time and the place of hearing, held before the County Council, concerning said charge. The hearing shall not be less than two (2) business days after the date of the mailing of said Notice. During the hearing the contractor may have a certified shorthand reporter present and at which hearing he/she may defend and be represented by counsel. If the Contractor shall have said reporter present, he/she shall furnish to the County a true copy of the transcript of the hearing without cost to the County.

**PERFORMANCE BY THE COUNTY**

In the event of breach of the Contract, the said Contractor shall discontinue all work under the Contract in accordance with the provisions of a resolution of the County Council and said County Council shall thereupon have power to contract for the completion of the goods and services defined in this contract in the manner prescribed by law.

Nothing herein shall restrict the power and authority of the Executive Director and County Council to act in an emergency to assure continuity of the goods and services defined in this contract as provided herein. The County may, in the event the Contractor fails to perform, charge the expense of labor and equipment to the Contractor, and the expense so charged shall be deducted and paid by the County out of such Monies as may be either due, or may at any time thereafter become due to the said Contractor under the Contract. If the expense is greater than the amount, if any, due or to become due to the Contractor, under this Contract, then the Contractor shall promptly remit to the County of Delaware, the total amount of such excess, and the surety bond required herein, in any manner be released from liability to indemnify the County of Delaware in full for any damages or loss suffered by the said County, by reason of any breach of the terms, conditions, covenants and agreements of the Contract.

The County represents that it has and will have sufficient funds available to the County in its calendar year 2023, and subsequent budgets to pay all the bills of Contractor for the services rendered by Contractor to the County to the extent of, and this Contract shall be limited to, such amounts as may be from time to time appropriated by the governing body.

#### **COMPLETION OF CONTRACT**

The following provision shall apply in the event the County shall be required to complete the Contract whether resulting from complete or partial failure or breach of the Contract by the Contractor: The authority of the County to determine the manner of completion of the Contract shall be absolute in all respects. In the event it shall be necessary for the County to complete the Contract because of default by the Contractor, the County may employ a contractor for this purpose with or without public bidding, or utilize its own resources, acting at its sole discretion. The right to select the contractor to complete the Contract, whether selection is made with or without public bidding, shall be exercised solely by the County. Neither the defaulting Contractor, nor his or its surety shall have any right to participate in said selection.

#### **STRIKES OR LABOR ACTIVITY**

If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor in the County of Delaware or against any operations of the Contractor under this Agreement, whether or not the same is due to the fault of the Contractor and whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the County of Delaware results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the County of Delaware or if as a result of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, or in the event of the Contractor's non-compliance with the Non-Discrimination Clause, the County of Delaware shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Agreement. During the period of suspension, the Contractor shall not perform the service or any other operation hereunder and the County of Delaware shall have the right, to itself, or by any third person or persons selected by it to perform the service. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured. The Contractor shall notify the County of Delaware of such cessation or cure.

#### **CONTRACTOR ADMINISTRATOR**

The Director, Department Head, and/or a duly authorized designee, shall be the Contract Administrator. He/She shall interpret, amplify, and add explanatory information/instructions to the Specifications, so far as the Specifications relate to the performance of the goods and services defined in this contract.

#### **CHANGES TO SPECIFICATIONS**

The Specifications contain all the terms and conditions for the furnishing and delivery of goods and/or services for Delaware County, and there are no other specifications, written or otherwise, between parties regarding the subject matters of the Specifications. No alterations, changes, modifications or variations of the Specifications or terms thereof shall be valid unless in writing and signed by the County and the Contractor or their duly authorized designee.

**EXHIBIT B  
COMPENSATION**

**FIRE MONITORING and INSPECTION SERVICES (eFMD-012423)**

The County of Delaware agrees to compensate the Contractor as follows:

The County of Delaware agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$72,023.16/Year (Seventy-Two Thousand, Twenty-Three Dollars and Sixteen Cents), which is the estimated cost for goods and services for a period of one (1) year. The unit price(s) are as provided below:

	<b>MEDIA PLUMBING &amp; HEATING INC., DBA KINETIX</b>
	Boothwyn, PA
	<b>Years 1, 2, &amp; 3</b>
<b>SECTION 1 - SPRINKLER &amp; STANDPIPE SYSTEMS</b>	\$ 39,109.60
<b>SECTION 2 - BACKFLOWS</b>	\$ 2,736.75
<b>SECTION 3 - PORTABLE FIRE EXTINGUISHERS &amp; FIRE SUPPRESSION SYSTEMS</b>	\$ 11,498.50
<b>SECTION 4 - INSPECTION of FIRE DETECTION &amp; ALARM SYSTEMS (SMOKE DETECTORS)</b>	\$ 16,187.48
<b>SECTION 5 - CENTRAL STATION MONITORING</b>	\$ 2,490.83
	<b>\$ 72,023.16</b>

**PURCHASING FORMS:**

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**(APPENDIX A)** County of Delaware Checklist

**(APPENDIX B)** Proposal Cost Form

**(APPENDIX C)** Non-Collusion Affidavit

**(APPENDIX D)** Disclosure of Ownership Form

**(APPENDIX E)** Insurance Requirement Acknowledgement Form

**(APPENDIX F)** Professional Service Entity Information Form

**(APPENDIX G)** Qualification Affidavit

**(APPENDIX I)** Acknowledgement of Corrections, Additions or Deletions Form

**(APPENDIX J)** Statement of Indebtedness Form

**(APPENDIX K)** Agreement for Payment of Commodity/Service Form

**(APPENDIX N)** Certificate of Good Standing/Subsistence Certificate

**(APPENDIX O)** Political Contribution Disclosure Form

**(APPENDIX Q)** Diversity Business Enterprise Program

**CONTRACTOR DOCUMENTS ATTACHED HERE AFTER**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Danielle Floyd, Public Works

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of a Professional Service Agreement between the County of Delaware and Gannett Fleming, Inc. for completion of a condition analysis of the fire alarm system and fire partitions at the Government Center for a fee of \$31,350. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 4664-9506-705001

**ESTIMATED/ACTUAL COST OF REQUEST:** \$31,350.00

**FUNDING SOURCE:** Capital

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[2023.04.10\\_DelCo\\_FA\\_GF\\_Proposal\\_R0.pdf](#)



07 April 2023

**Nicole G. Ward, AIA, NCARB**

County Architect

Delaware County Department of Public Works

201 West Front Street, Suite 207, Media, PA 19063

(610) 891-5082

[wardng@co.delaware.pa.us](mailto:wardng@co.delaware.pa.us)

RE: Proposal for  
Government Center  
Fire Alarm & Fire Partition  
Phase 1:  
Existing Condition Analysis  
Revision 00

Dear Ms. Ward:

At your request Gannett Fleming, Inc. (GF) is pleased to submit this proposal to the Delaware County Department of Public Works. The purpose of this project is to evaluate the existing conditions of the fire alarm/detection system and fire partitions of the County's Government Center Complex located at 201 West Front Street, Media, PA 19063. Gannett Fleming will identify potential deficiencies with the system, and author a report summarizing findings as well as providing recommendations for replacement of the fire alarm system and upgrading of the fire partitions between buildings.

## 1. Project Identification

- a. Project Title:  
Fire Alarm/Detection and Fire Partition  
Existing Condition Analysis
- b. Project Location:  
Delaware County  
Government Center  
201 West Front Street  
Media, PA 19063

## 2. Project Understanding

- a. Scope of Work:  
The Delaware County Department of Public Works has requested a proposal from Gannett Fleming for existing condition analysis of the fire alarm system and fire partitions at the fire partitions at the Government Center. The county intends to upgrade the fire alarm system and replace select fire partitions as needed.

b. Budget Requirements

Based upon Gannett Fleming's recent experience with fire alarm replacement project of similar scope for another public client in the area, Delaware County can expect to receive competitive low bids from electrical contractors for approximately \$3.60 / SF. Given this comparable rate and the 706k square feet of the Government Center, the County is recommended to budget approximately \$2.6M in construction cost for the project.

c. Proposed Phase 1 Schedule

	Task	Date
<b>Phase 1: Existing Conditions Analysis</b>		
1	Existing Conditions Analysis NTP	14 April 2023
2	Existing Conditions Report Deliverable	12 May 2023

**3. Subconsultants**

Gannett Fleming proposes to provide all services of this project with in-house staff and does not intend on utilizing a sub-consultant.

**4. List of Proposed Services**

a. Professional Services

Gannett Fleming will provide:

- Electrical Engineering Services to evaluate the existing conditions of the fire alarm.
- Architectural Services to evaluate the existing conditions of the fire partitions.

b. Deliverables

Gannett Fleming will provide:

- One (1) electronic copy of an Existing Conditions Analysis Report inclusive of recommendations for improvement of the fire alarm system and fire partitions of the Government Center.
- One (1) In-Person review meeting with Report Authors to discuss content of the Report and recommendations.

c. Exclusions

The following is a non-exhaustive list of additional services available upon request but **NOT** covered by this proposal.

- Design, Bid, and Construction Administration Services are excluded from this proposal.
- LEED Services, Special Inspections, Commissioning Services; Mechanical HVAC and Smoke Evacuation, Fire Protection, Plumbing, Civil, and Structural Engineering Services are excluded from this proposal.

- Investigation, testing for existence of, and any design for removal of hazardous materials such as contaminated soils; PCBs; lead paints; asbestos; existing fuel oil and fuel oil tanks; etc. is excluded from this proposal.

**5. Compensation**

a. Professional Services and Expenses

Gannett Fleming Proposes to provide the Proposed Services listed above for a Lump Sum Fixed Fee of **Thirty-one Thousand, Three Hundred Fifty Dollars (\$31,350)**.

b. Invoicing

Gannett Fleming proposes to invoice Delaware County for the lump sum compensation amount listed above on following schedule:

Phase 1 Anticipated Invoicing Schedule				
#	Bill Term	Action	Basis for Gannett Fleming Fee	Estimated Invoice Amount
1	APR-23	Survey	Lump Sum	\$12,000
2	MAY-23	Report Delivery & Consultation	Fixed Fee	\$19,350



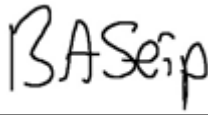
**6. Execution of the Proposal**

We believe that this proposal is responsive to the needs of your project and we look forward to providing services to the County as we develop a mutually beneficial business relationship. If the assumptions made are not aligned with your intent for the project or if you would like to discuss any aspect of this proposal, please feel free to call me at 610.783.3879.



Brian M. Weisser  
Vice President

Proposer on Behalf of Gannett Fleming:

Brian A. Seip		4/10/2023
<hr/> <i>(Printed Name)</i>	<hr/> <i>(Signature)</i>	<hr/> <i>(Date)</i>

On Behalf of Delaware County:

<hr/> <i>(Printed Name)</i>	<hr/> <i>(Signature)</i>	<hr/> <i>(Date)</i>
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Attachments:

- Tentative Schedule and Professional Services Labor Estimate for Phase 2: Design and Phase 3: Bid & Construction Administration
- Gannett Fleming Standard Terms and Conditions

END OF PROPOSAL



07 April 2023

**Nicole G. Ward, AIA, NCARB**  
 County Architect  
 Delaware County Department of Public Works  
 201 West Front Street, Suite 207, Media, PA 19063  
 (610) 891-5082  
[wardng@co.delaware.pa.us](mailto:wardng@co.delaware.pa.us)

RE: Tentative Labor Estimates for  
 Government Center  
 Fire Alarm & Fire Partition  
 Phase 2: Design and  
 Phase 3: Bid & CA  
 Revision 00

Dear Ms. Ward:

At your request Gannett Fleming, Inc. has estimated a tentative schedule and professional services labor effort for subsequent phases of the above-mentioned project. Phase 2: Design and Phase 3: Bid and Construction Administration Services are shown here for project planning reference only. Gannett Fleming estimates will be finalized in a subsequent proposal for County approval once project scope of work is confirmed following Phase 1: Existing Conditions Analysis.

	Task	Date
<b>Phase 2: Design</b>		
3	Design Services Proposal and NTP	19 May 2023
4	60% Deliverable	23 June 2023
5	60% Review Comments to GF	30 June 2023
6	90% Deliverable	28 July 2023
7	90% Review Comments to GF	24 August 2023
8	100% IFB Deliverable	18 August 2023
<b>Phase 3: Bid and Construction Administration</b>		
9	Bid & CA Proposal and NTP	August 2023
10	Advertisement	August 2023
11	Bid Received	September 2023
12	Contractor NTP	October 2023
13	Submittals Approved	November 2023
14	Substantial Completion	October 2024

**Phase 2: Design**

- 60% Drawings, Specifications, and Opinion of Probable Cost
- 60% Submission Review Meeting
- 90% Drawings, Specifications, and Opinion of Probable Cost
- 90% Submission Review Meeting
- 100% Issued for Bid Drawings, Specifications, and Opinion of Probable Cost

Tentative Professionals Services Labor Estimate: **\$122,000**

**Phase 3: Bid and Construction Administration**

- Bid Consultation
- Request for Information Response
- Submittal Review
- 26 Onsite Construction Administration Meetings
- Substantial Completion Punch-out
- As-Built Documentation

Tentative Professional Services Labor Estimate: **\$38,300**



Brian M. Weisser  
Vice President

## STANDARD TERMS & CONDITIONS

This schedule describes Gannett Fleming's Standard Terms and Conditions for professional services. Proposal cost estimates are valid for 30 days from the date of the proposal, unless an alternate period is specified therein. Acceptance of a proposal by the Client constitutes a valid and binding contract subject to the following terms and conditions.

### 1. AGREEMENT DOCUMENTS

This Agreement, including the written proposal and any attachments thereto, is the complete agreement between the Client and Gannett Fleming. No other document shall be part of this Agreement unless specifically agreed to by the Client and Gannett Fleming in writing.

### 2. STANDARD OF CARE

All services will be provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances and in accordance with applicable standards in effect at the time services are provided. All estimates, recommendations, opinions, and decisions of Gannett Fleming will be made upon the basis of the information available to Gannett Fleming and Gannett Fleming's experience, technical qualifications, and professional judgment. OTHER THAN AS EXPRESSLY AGREED, GANNETT FLEMING PROVIDES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OR GUARANTEES REGARDING THE OUTCOME OF ITS SERVICES.

### 3. CLIENT RESPONSIBILITIES

By virtue of entering into this Agreement and providing the described services, Gannett Fleming does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Moreover, the Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

### 4. PAYMENT TERMS

Invoices will be rendered to the Client (check one): • upon completion or • on a monthly basis. Invoices are due and payable upon receipt. Any questions regarding the invoiced terms or amounts shall be addressed to Gannett Fleming within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct, payable, and not disputed by the Client. If the invoice is not paid in full within 30 days after the date of the invoice, the Client further agrees

to pay interest of 1% per month (compounded) from the date of invoice on the unpaid balance until the invoice is paid in full. If Gannett Fleming retains a collection agency or attorney to collect receivables due more than 30 days, the Client agrees to pay the fees imposed by such collection agency or attorney, as well any other costs of collection.

### 5. INDEMNIFICATION

The Client shall indemnify, defend, and hold harmless Gannett Fleming, its affiliates, independent professional associates, consultants, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the project, or claims against Gannett Fleming arising from the work of others, unless the claims, damages, losses, or expenses result from the proven negligence of Gannett Fleming.

This indemnification shall not be limited in amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

### 6. ALLOCATION OF RISK

The Client hereby agrees, to the fullest extent permitted by law, that the allocation of risk for Gannett Fleming's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to Gannett Fleming's services under this Agreement, including, but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount of Gannett Fleming's fees or \$50,000, whichever is less.

### 7. INSURANCE

During the entire service period covered by this Agreement, Gannett Fleming will procure and maintain the following insurance coverages:

- (A) Workers' Compensation and Employers Liability Coverage - Statutory Limits
- (B) Commercial General Liability including Contractual Liability - \$2,000,000 Combined Single Limit.
- (C) Commercial Automobile Liability - \$2,000,000 Combined Single Limit.
- (D) Professional Liability Insurance - \$1,000,000
- (E) Umbrella Policy-\$5,000,000

### 8. CLIENT PARTICIPATION

The Client's personnel directly or indirectly involved in this Agreement shall participate as the Client's employees. Gannett Fleming assumes no liability for

claims related to injury to such employees.

## **9. ACCESS**

The Client shall arrange for and guarantee access to and make all provisions for Gannett Fleming to enter upon public and private property as required for Gannett Fleming to perform its services.

## **10. RE-USE OF DOCUMENTS**

All reports, original final reproducible drawings, plans, specifications, calculations, studies, software program tapes, models, notes, and memoranda assembled or prepared by Gannett Fleming pursuant to this Agreement are instruments of service in respect to the Project, and Gannett Fleming shall retain full ownership and property interest therein, whether or not the Project is completed. The Client may, upon full payment for all services rendered, make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by the Client or others on extensions of the Project or on any other project. Any modification, changes, or reuse without written verification or adaptation by Gannett Fleming for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Gannett Fleming, and the Client agrees to indemnify and hold harmless Gannett Fleming against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Gannett Fleming to further compensation at rates to be agreed upon by the Client and Gannett Fleming.

## **11. PROPERTY RIGHTS**

All Intellectual Property rights to any tangible property and tangible work products created by Gannett Fleming pursuant to or in the course of this Agreement shall belong exclusively to Gannett Fleming, as well as all systems, programs, and specifications, and other materials and hardware or ideas, concepts, know-how, or techniques relating to data processing, systems, or programs developed and used by Gannett Fleming herein. The same shall continue to belong exclusively to Gannett Fleming whether or not specifically adapted for the Client's use. Nothing herein precludes development and marketing by Gannett Fleming of any competitive system, program, data processing materials, or other Intellectual Property, irrespective of whether same are similar or related to that developed or incorporated for the Client pursuant to this Agreement. The Client is granted a personal, nonexclusive, nontransferable license to use the software, data, and related materials based on the terms and conditions of this Agreement.

## **12. CONSEQUENTIAL DAMAGES**

The Client hereby agrees that to the fullest extent permitted by law Gannett Fleming shall not be liable to the Client for any special, indirect, or consequential damages whatsoever, whether caused by Gannett Fleming's negligence, errors,

omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including, but not limited to, delay of use of equipment or facility, loss of profit or revenue, or cost of using alternative or replacement equipment or facilities.

## **13. DISPUTES**

Any claim, controversy, or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, shall, upon the request of either party, be submitted to the senior officers of each party responsible for this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. Any suits brought under this Agreement or in any way arising out of this Agreement must be filed within one year from the time mediation was terminated unsuccessfully or from the time the cause of action arose (if no mediation is undertaken) or it shall be time barred.

## **14. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days written notice, by mutual consent or in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. The Client may terminate this Agreement for its convenience, in whole or in part, by thirty (30) days written notice to Gannett Fleming specifying the extent to which performance of services is terminated and the date upon which such termination becomes effective.

## **15. COMPENSATION UPON TERMINATION**

In the event of termination by the Client, Gannett Fleming shall be paid for unbilled services, including expenses rendered to the date of termination. In the event of any such termination, Gannett Fleming shall also be paid for all reasonable termination expenses. "Termination expenses" means expenses attributable to termination, including termination settlement costs incurred by Gannett Fleming relating to commitments that had become firm prior to termination, but shall not include lost revenue and/or lost profits.

## **16. OVERTIME**

Overtime will be billed at a premium rate of 1.5 times the straight direct labor rate for employees subject to premium overtime for project time in excess of the standard work day established for the project, Monday through Friday, and for work on weekends and holidays.

**\*\*\* End of Standard Terms and Conditions \*\*\***



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Danielle Floyd, Public Works

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of change order #1 to contract #ePW-022422 between the County of Delaware and Premier Concrete, Inc. to install four ADA compliant parking spaces connected to the construction of a new playground at Upland Park in the amount of \$17,250. The value of the contract will increase from \$663,775 to \$681,025. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 4668-9505-704001

**ESTIMATED/ACTUAL COST OF REQUEST:** \$17,250.00

**FUNDING SOURCE:** Capital

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[COR 1 ADA Parking.pdf](#)



AIA®

# Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(name and address)</i> Upland County Park	<b>CONTRACT INFORMATION:</b> Contract For: Date:	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 1 Date: 4/17/2023
<b>OWNER:</b> <i>(name and address)</i> Delaware County 201 West Front Street Media, PA 19063	<b>ARCHITECT:</b> <i>(name and address)</i> Pennoni Associates One South Church Street, 2nd Floor West Chester, PA 19382	<b>CONTRACTOR:</b> <i>(name and address)</i> Premier Concrete, Inc. 2327 West Chester Pike Broomall, PA 19008

The Contract is changed as follows:

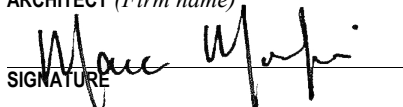
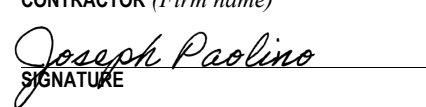
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- Remove and replace area approx. 50' x 20'
- To install 4 handicap comploaint parking spaces, per supplied drawings. To include;
  - all striping
  - signage
  - tie into existing path
  - curb stops
  - sealing of all edges
- Mobilization and Layout

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ <u>663,775.00</u>
The net change by previously authorized Change Orders	\$ <u>—</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ <u>663,775.00</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ <u>17,250.00</u>
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ <u>681,025.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by	(      ) days.
The new date of Substantial Completion will be	

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Pennoni ARCHITECT <i>(Firm name)</i>	Premier Concrete, Inc. CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Marc Morfei, project manager PRINTED NAME AND TITLE	Joseph Paolino / VP PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
04/17/2023 DATE	4/17/2023 DATE	DATE

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**MAINTENANCE AND PROTECTION OF TRAFFIC NOTES:**

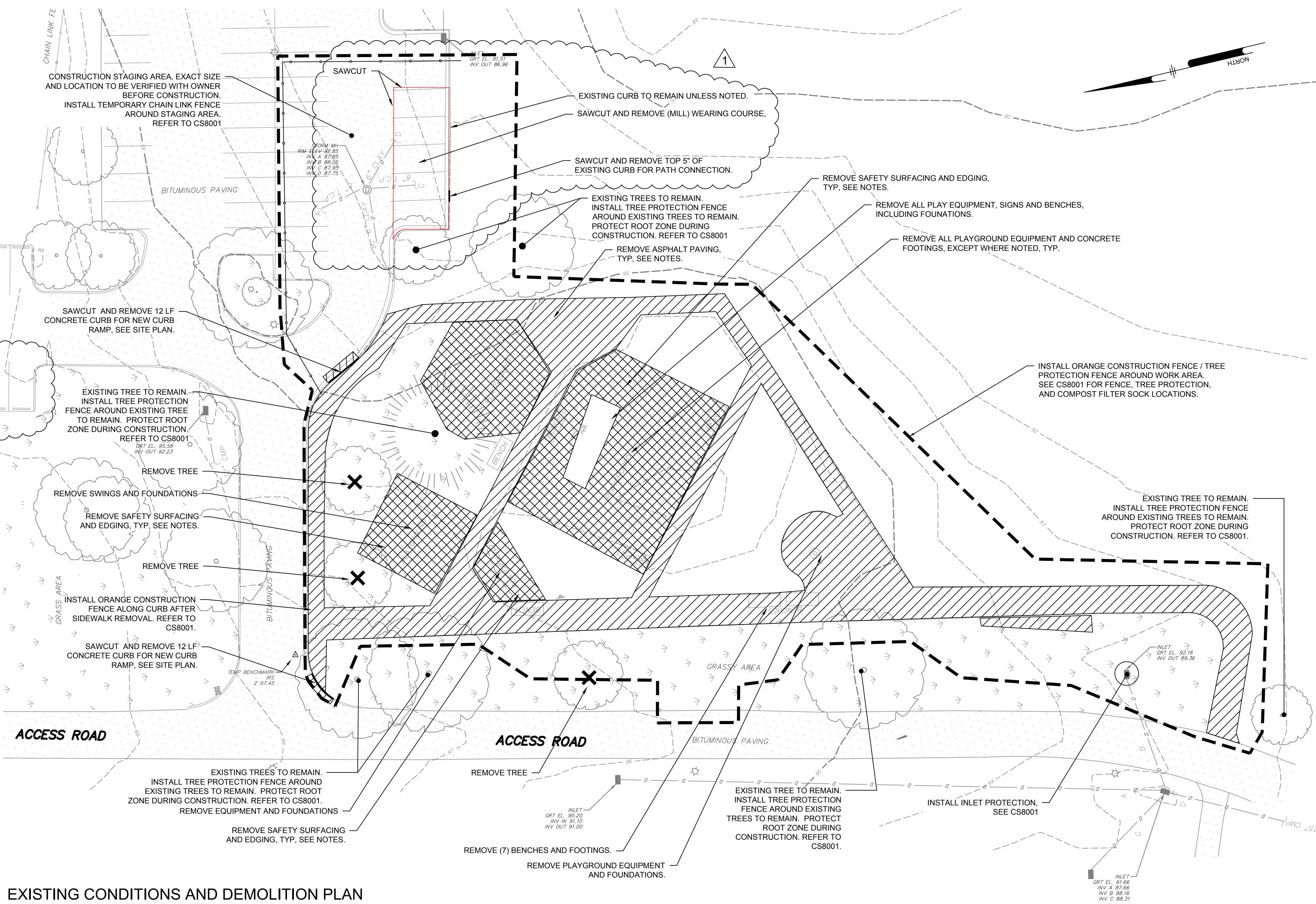
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING CONSTRUCTION, INCLUDING ALL SIGNAGE AND FENCING REQUIRED TO DIRECT TRAFFIC AND PROTECT WORK AREAS.
- CONTRACTOR TO PREPARE WORK SCHEDULE FOR APPROVAL BY THE OWNER. IT IS THE INTENT THAT WORK THAT WOULD LIMIT ACCESS TO THE BUILDING BE SCHEDULED FOR WHEN THE BANK IS CLOSED TO THE PUBLIC.

**SURVEY NOTES:**

- A FIELD SURVEY OF THE SITE WAS PERFORMED BY PENNONI ASSOCIATES APRIL, 2021.
- UNLESS SPECIFICALLY STATED OR SHOWN HEREON TO THE CONTRARY, THIS SURVEY IS MADE SUBJECT TO AND DOES NOT LOCATE OR DELINEATE:
  - RIGHTS OR INTERESTS OF THE UNITED STATES OF AMERICA OR COMMONWEALTH OF PENNSYLVANIA OVER LANDS NOW OR FORMERLY FLOWED BY TIDEWATER THAT NO LONGER VISIBLE OR PHYSICALLY EVIDENT, OR LANDS CONTAINING ANY ANIMAL, MARINE, OR BOTANICAL SPECIES REGULATED BY OR UNDER THE JURISDICTION OF ANY FEDERAL, STATE, OR LOCAL AGENCY.
  - BUILDING SETBACK LINES, ZONING REGULATIONS OR LINES ESTABLISHED BY ANY FEDERAL, STATE OR LOCAL AGENCY WHICH MAY AFFECT THE BUILDING OR DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY.
  - ANY SUBSURFACE OR SUBTERRANEAN CONDITION, EASEMENTS OR RIGHTS INCLUDING BUT NOT LIMITED TO MINERAL OR MINING RIGHTS, OR THE LOCATION OF OR RIGHTS TO ANY SUBSURFACE STRUCTURES, CONTAINERS OR FACILITIES OR ANY OTHER NATURAL OR MAN-MADE SUBSURFACE CONDITION WHICH MAY OR MAY NOT AFFECT THE USE OR DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY.
- LOCATIONS OF ON AND OFF SITE UTILITIES AS SHOWN ARE APPROXIMATE AND MAY OR MAY NOT BE COMPLETE. THE NATURE AND EXACT LOCATION OF EXISTING UTILITIES SHOULD BE VERIFIED PRIOR TO INITIATING ANY ACTIVITY THAT MAY AFFECT THEIR USE OR LOCATION.
- THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM EXISTING UTILITY RECORDS AVAILABLE AT THE TIME THESE PLANS WERE PREPARED AND FROM SURFACE OBSERVATION OF THE SITE.
- COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES AND STRUCTURES IS NOT GUARANTEED.
- IN ACCORDANCE WITH PA ACT 287 OF 1974 AS AMENDED BY PA ACT 121 OF 2008 ENTITLED "UNDERGROUND UTILITY LINE PROTECTION LAW", THE CONTRACTOR SHALL NOTIFY ALL UTILITIES WITHIN THE WORK AREA VIA THE PENNSYLVANIA ONE CALL SYSTEM, INC. (800-242-1776) A MINIMUM OF 3 WORKING DAYS BEFORE THE START OF EXCAVATION.
- THE CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND STRUCTURES BEFORE THE START OF WORK.
- THE HORIZONTAL DATUM FOR THIS PROJECT REFERENCES THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983.
- THE VERTICAL DATUM FOR THIS PROJECT IS AS INDICATED ON THE PLAN.

**SITE PREPARATION AND DEMOLITION NOTES:**

- CONTRACTOR SHALL REMOVE AND LEGALLY DISPOSE OF ALL EXISTING PAVING AND MATERIALS WITHIN THE WORK AREA LABELED FOR REMOVAL. REMOVAL INCLUDES, BUT IS NOT LIMITED TO, ALL SUBBASE MATERIALS AND FOUNDATIONS AND AS NECESSARY TO CONSTRUCT NEW IMPROVEMENTS. ALL DEBRIS SHALL BE REMOVED FROM SITE AND DISCARDED BY CONTRACTOR ON A DAILY BASIS.
- PAVEMENTS AND CURB TO BE REMOVED ARE TO BE SAWCUT TO A CLEAN STRAIGHT EDGE TO FULL DEPTH OF PAVEMENT OR CURB.
- CONTRACTOR SHALL PROTECT BUILDINGS, UTILITIES, FACADES, WALLS, PAVING TO REMAIN AND ALL OTHER EXISTING ITEMS FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR RESTORE DAMAGED AND DISTURBED AREAS, AS DIRECTED BY THE ENGINEER, AT NO ADDITIONAL COST TO THE PROPERTY OWNER.
- ALL EXISTING UTILITY BOXES, CLEANOUTS, MANHOLES, ETC. ARE TO REMAIN UNLESS NOTED OTHERWISE. REMOVE PAVING AROUND THESE STRUCTURES WITHOUT DISTURBANCE. CONTRACTOR MUST ADJUST / RESET TOPS OF ALL UTILITY STRUCTURES IN THE WORK AREA AS NECESSARY TO MATCH FINISHED GRADE. CONTRACTOR MUST PREVENT SOIL, SILT, STONES AND OTHER DEBRIS FROM ENTERING UTILITY AT ALL TIMES.
- DO NOT DISTURB FOUNDATIONS OF LIGHTPOSTS OR SIGNS INDICATED AS TO REMAIN. CONTACT ENGINEER AND OWNER IMMEDIATELY IF DISRUPTION OCCURS.
- OWNER WILL DESIGNATE AREA TO BE USED AS A TEMPORARY STAGING / STORAGE AREA, IF REQUIRED. ANY DAMAGE TO PAVING, SIDEWALK, CURB, LAWN, ETC. MUST BE REPAIRED/REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.



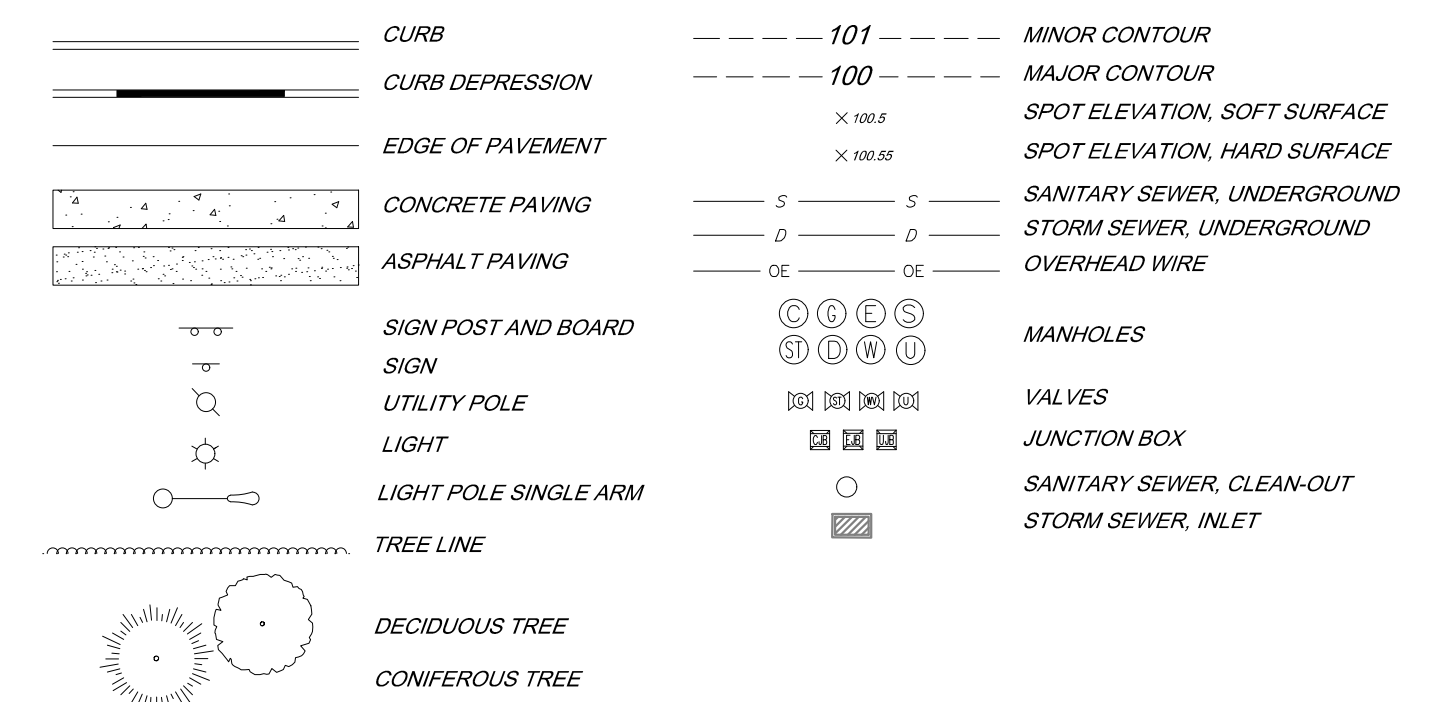
**EXISTING CONDITIONS AND DEMOLITION PLAN**

SCALE: 1" = 20'-0"

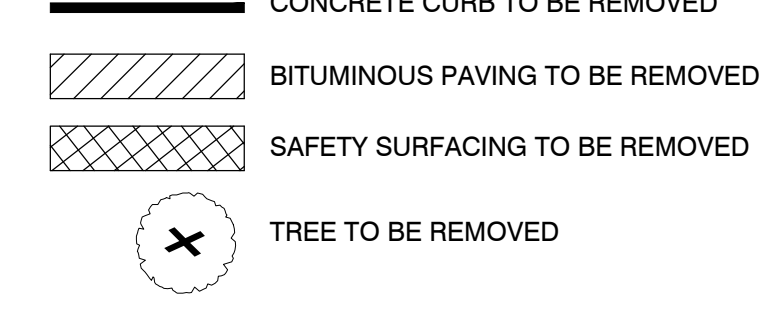
**GENERAL NOTES:**

- CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND PROTECTION OF WORK AREAS DURING CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH PA ACT 287 OF 1974 AS AMENDED BY ACT 121 OF 2008, ENTITLED "UNDERGROUND UTILITY LINE PROTECTION LAW".
- PRIOR TO CONSTRUCTION, CONTRACTOR TO FIELD LOCATE AND RECORD ANY DAMAGE TO EXISTING PAVING, SIDEWALK, CURB OR STRUCTURES NOT TO BE REMOVED OR REPLACED. ENGINEER TO VERIFY LOCATION AND EXTENT OF DAMAGE.
- DAMAGE TO EXISTING PAVING, SIDEWALK, CURB, OR OTHER STRUCTURES NOT TO BE REPLACED OR REMOVED SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER. CONTRACTOR SHALL REPAIR OR REPLACE ALL DAMAGED ITEMS WITHOUT CHARGE TO THE OWNER.
- ALL EQUIPMENT, PAVING AND CURB LOCATIONS SHALL BE STAKED OUT IN THE FIELD AND LOCATIONS APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- LOCATIONS OF ON AND OFF SITE UTILITIES AS SHOWN ARE APPROXIMATE AND MAY OR MAY NOT BE COMPLETE. THE NATURE AND EXACT LOCATION OF EXISTING UTILITIES MUST BE VERIFIED PRIOR TO INITIATING ANY ACTIVITY THAT MAY AFFECT THEIR USE OR LOCATION.
- THIS PROJECT'S RECEIVING WATERCOURSE IS CHESTER CREEK, WHICH IS CLASSIFIED AS WARM WATER FISHES, MIGRATORY FISHES (WWF, MF) BY TITLE 25, CHAPTER 93 OF THE PENNSYLVANIA CODE.
- BY GRAPHIC PLOTTING ONLY, THE PROJECT AREA IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, PANEL NO. 182 OF 250, COMMUNITY MAP NO. 42025C0192F, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 18, 2009. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AUTHORITY.

**LEGEND - EXISTING:**



**LEGEND - PROPOSED:**



PENNSYLVANIA ONE CALL SYSTEM, INC.  
925 IRWIN RUN ROAD  
WEST HIFFLIN, PENNSYLVANIA  
15122-1078



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-242-1776  
NON MEMBERS MUST BE CONTACTED DIRECTLY  
PA LAW REQUIRES THREE WORKING DAYS  
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,  
DRILL, BLAST OR DEMOLISH

**ISSUED FOR BID**  
**2022-03-04**

**NOT FOR CONSTRUCTION**

**Pennonni**  
PENNONI ASSOCIATES INC.  
One South Church Street, 2nd Floor  
West Chester, PA 19382  
T 610.429.8907 F 610.429.8918

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

**UPLAND PARK PLAYGROUND**  
280 8TH STREET  
UPLAND, PENNSYLVANIA 19015

**EXISTING CONDITIONS AND DEMOLITION PLAN**

DELAWARE COUNTY  
201 WEST FRONT STREET  
MEDIA, PENNSYLVANIA 19063

NO.	DATE	REVISIONS	BY
1	12/15/22	REVISED ADA PARKING AREA	DM/MM

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

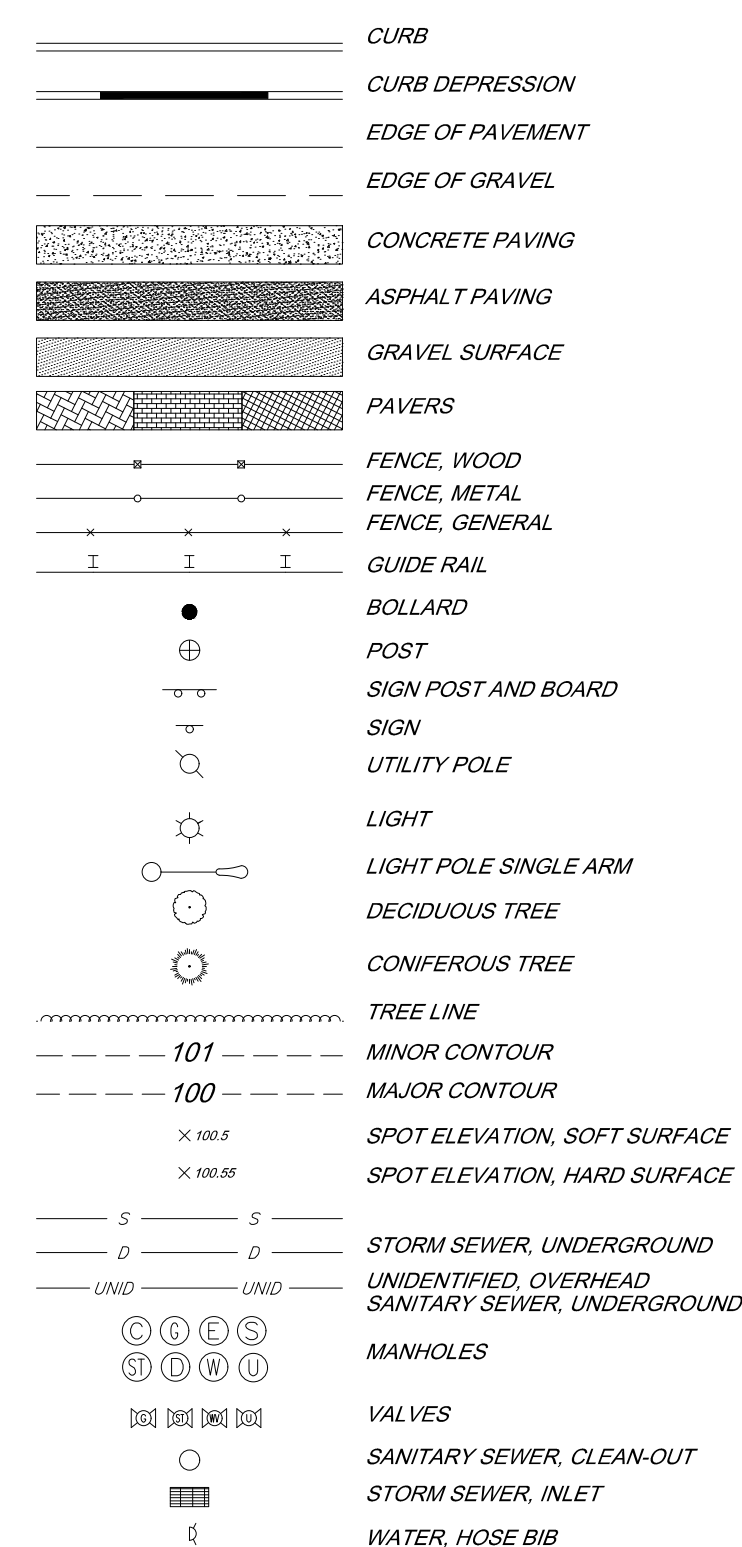
PROJECT	DPWDX20001
DATE	2022-03-04
DRAWING SCALE	1"=20'
DRAWN BY	DM
APPROVED BY	MM

**CS-0501**  
SHEET 1 OF 10

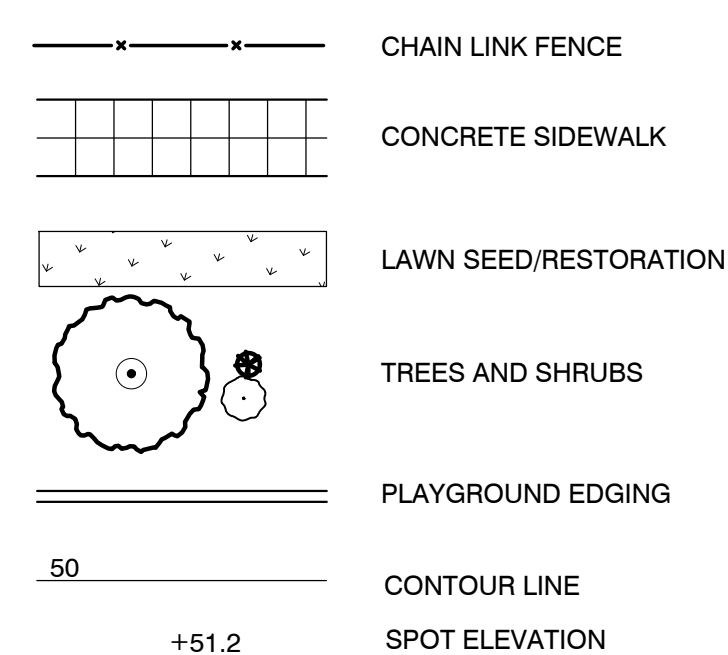
U:\Admin\DPW\DPWDX20001 - Delaware County Park Development Plan Sub-Region 3 - BIRCHESBURG AND PARKS\CS-0501.dwg PLOT DATE: 03/15/2022 1:08:34 PM Plt: Dana Mearns PROJECT STATUS: PLOTTED: Pennonni Associates



**LEGEND - EXISTING:**

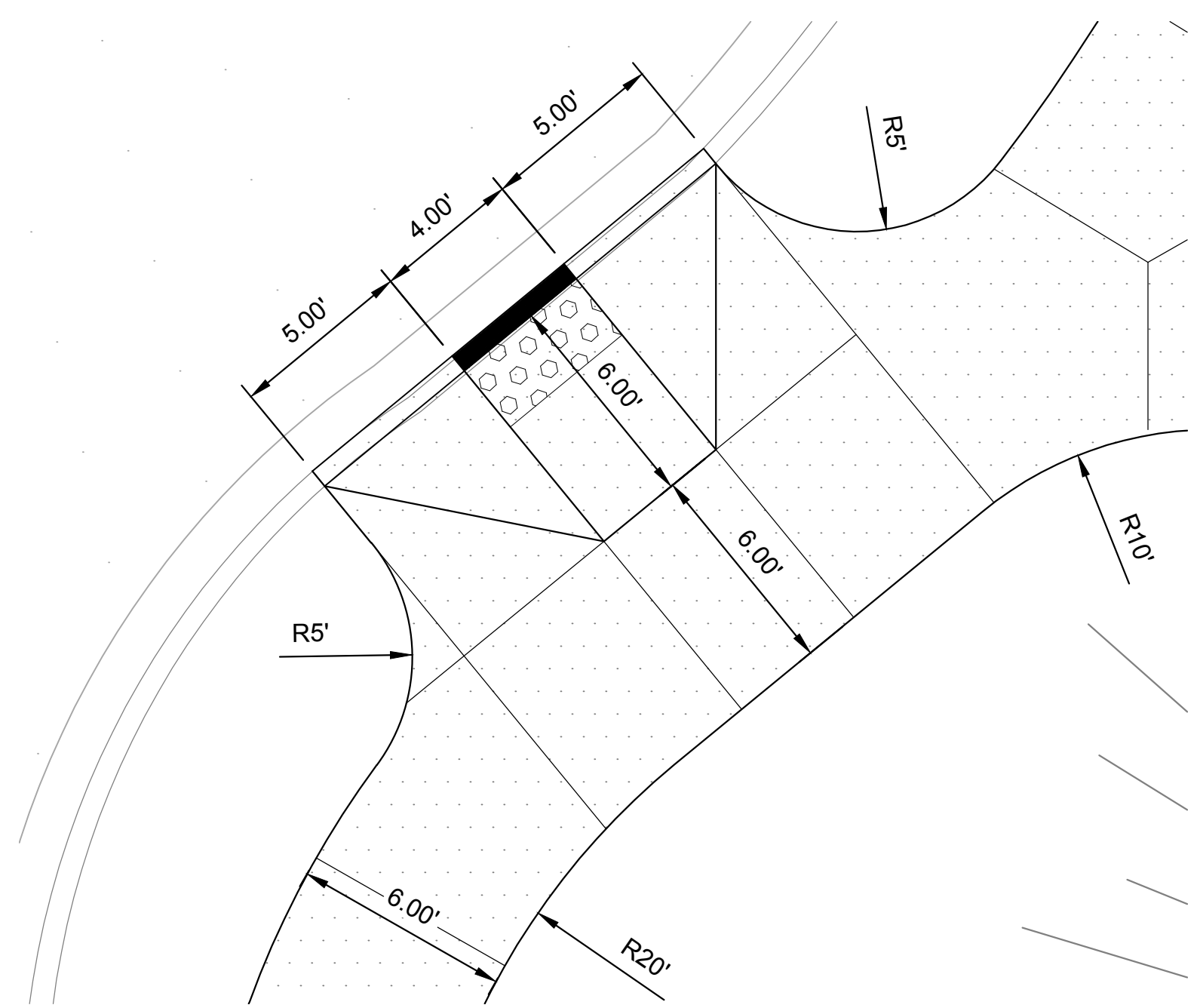


**LEGEND - PROPOSED:**

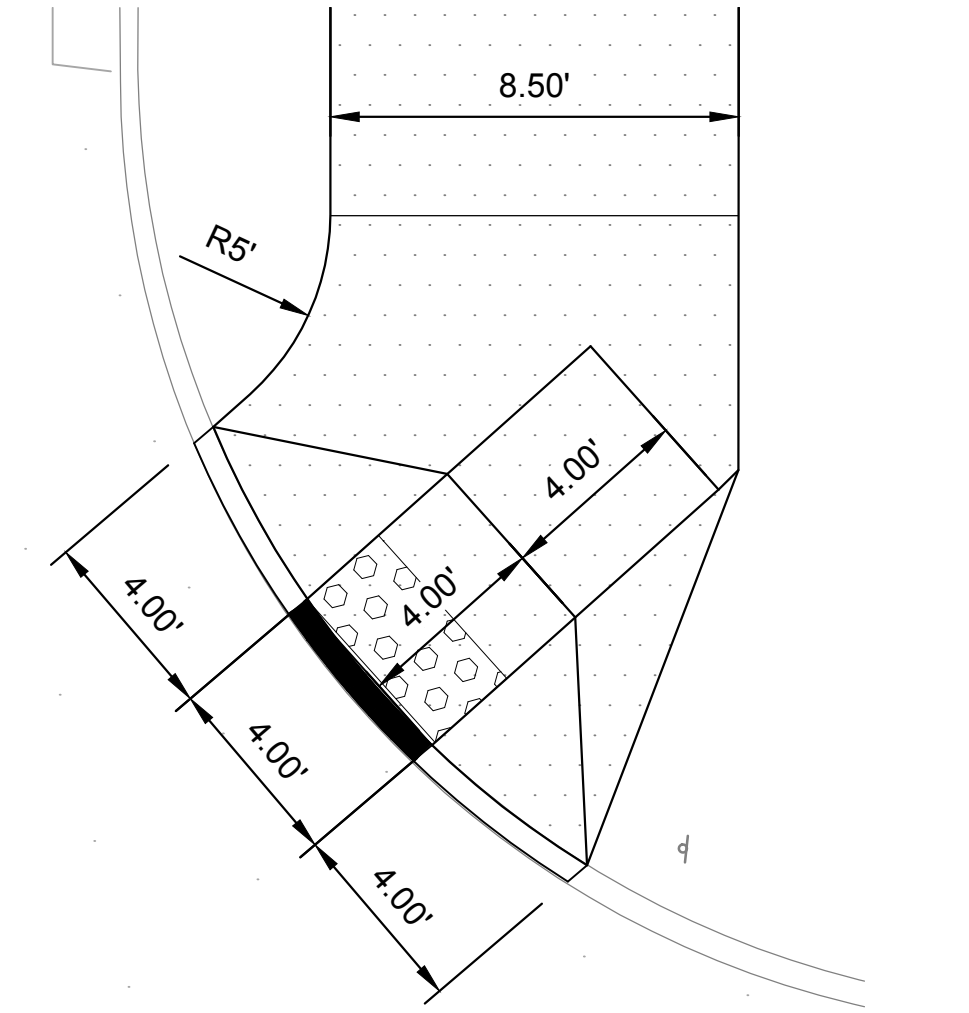


**LAYOUT NOTES:**

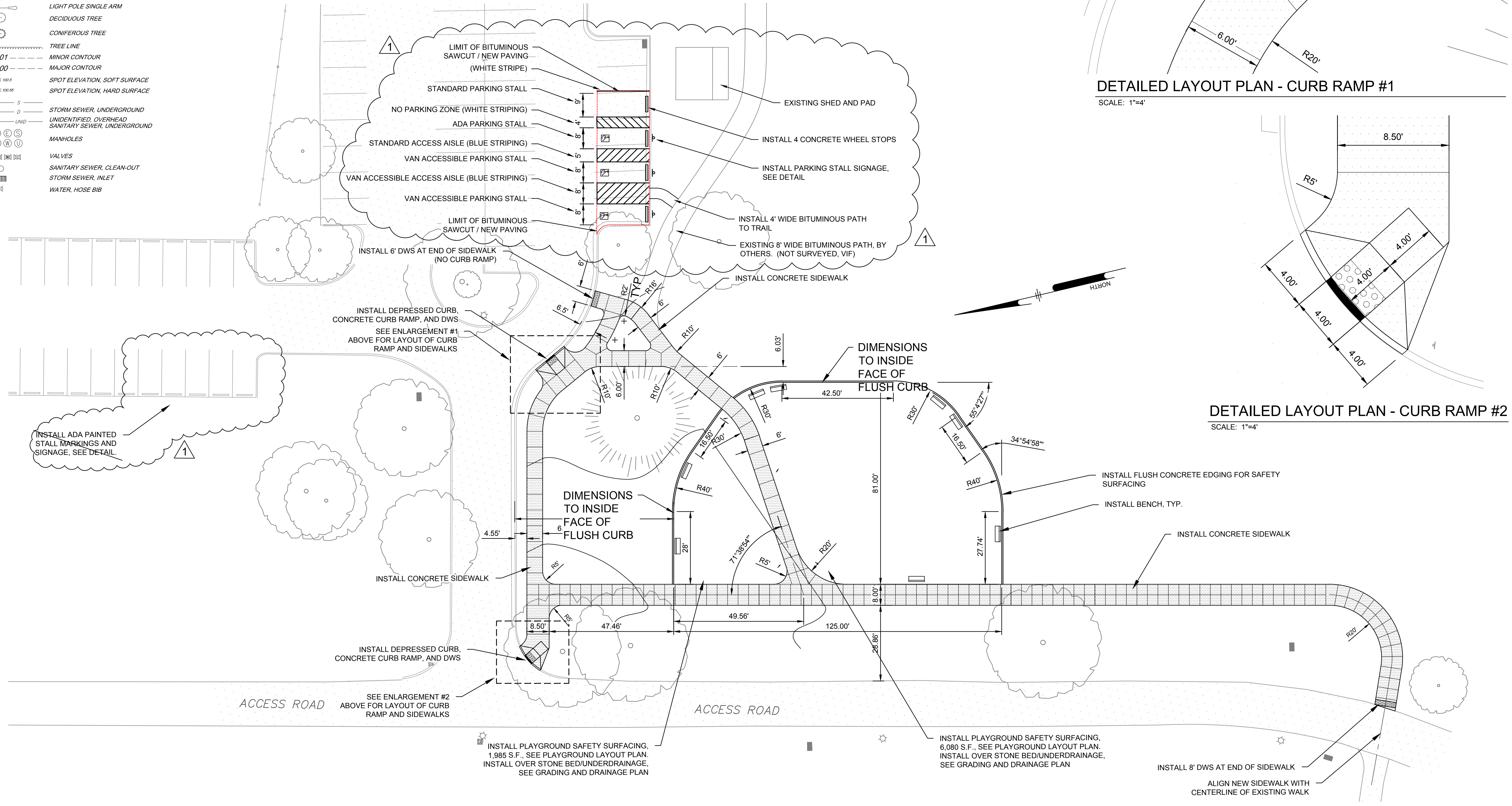
1. CONTRACTOR IS RESPONSIBLE FOR LAYOUT OF PROPOSED IMPROVEMENTS. THE ENGINEER MUST BE NOTIFIED OF ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND THIS PLAN WHICH WILL AFFECT THE LAYOUT OF THE PROPOSED IMPROVEMENTS PRIOR TO CONSTRUCTION. THE ENGINEER WILL PROVIDE DIRECTION TO RESOLVE CONFLICTS.
2. DIGITAL AUTOCAD FILES CAN BE SUPPLIED TO THE CONTRACTOR/CONTRACTOR'S SURVEYOR FOR LAYOUT OF SITE ELEMENTS.
3. PROPOSED EDGING, SIDEWALK AND PAD LOCATION TO BE STAKED IN THE FIELD AND LOCATIONS VIEWED BY THE ENGINEER PRIOR TO INSTALLATION.
4. NO WORK OR ACTIVITIES SHALL BE PERFORMED BEYOND THE LIMITS OF DISTURBANCE.



**DETAILED LAYOUT PLAN - CURB RAMP #1**  
SCALE: 1"=4'



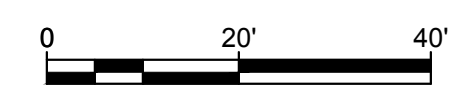
**DETAILED LAYOUT PLAN - CURB RAMP #2**  
SCALE: 1"=4'



**SITE IMPROVEMENT PLAN - PLAYGROUND AREA**  
SCALE: 1"=20'

**NOT FOR CONSTRUCTION**

**ISSUED FOR BID**  
**2022-03-04**



**PENNONI ASSOCIATES INC.**  
One South Church Street, 2nd Floor  
West Chester, PA 19382  
T 610.429.8907 F 610.429.8918

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

**UPLAND PARK PLAYGROUND**  
280 8TH STREET  
UPLAND, PENNSYLVANIA 19015

**SITE IMPROVEMENT PLAN**

DELAWARE COUNTY  
201 WEST FRONT STREET  
MEDIA, PENNSYLVANIA 19063

NO.	DATE	REVISIONS	BY
1	12/15/22	REVISED ADA PARKING AREA	DM

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	DPWDX20001
DATE	2022-03-04
DRAWING SCALE	1" = 30'
DRAWN BY	DM
APPROVED BY	MM

**CS-1001**  
SHEET 2 OF 10

U:\Information\DPW\DPW\DPW20001 - Delaware County Park Development\Pre-Submittal\Site\Site\UP AND PARKS\CS-1001.dwg PLOTTED: 12/15/2022 1:29:54 PM BY: Diana March PROJECT STATUS: PLOT STYLE: Pennoni\_VS2.dwt





# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Danielle Floyd, Public Works

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Reimbursement Agreement R23060006 between the County of Delaware and Pennsylvania Department of Transportation (PennDOT) establishing maximum reimbursement at \$900,000.00 for Preliminary Engineering required for County Bridge #146 Chester Pike over Darby Creek in Collingdale and Darby Boroughs. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 36-9505-704180

**ESTIMATED/ACTUAL COST OF REQUEST:** -\$900,000.00

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Reimbursement Agreement-R23060006.pdf](#)

EFFECTIVE DATE \_\_\_\_\_  
(Department will insert)

AGREEMENT NO. \_\_\_\_\_  
FID NO. \_\_\_\_\_

COUNTY \_\_\_\_\_

SAP VENDOR NO. \_\_\_\_\_

LOCAL PROJECT SPONSOR \_\_\_\_\_

MPMS \_\_\_\_\_

DISTRICT ORG CODE \_\_\_\_\_

RELATED ECMS AGREEMENT NO. \_\_\_\_\_

**STANDARD BRIDGE REIMBURSEMENT GRANT AGREEMENT**

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“DEPARTMENT”),

and

\_\_\_\_\_, of the Commonwealth of Pennsylvania, acting through its proper officials (“LOCAL PROJECT SPONSOR”).

**RECITALS:**

WHEREAS, the Congress of the United States has found it to be in the national interest to promote through the states a continuing federal-aid highway program (“Program”) to improve public roads, including bridges on these roads, both on and off federal-aid systems within the states, for the purpose of enhancing the safety and traffic flow on these roads, and has provided funds to be administered in accordance with the provisions of the various federal-aid highway acts, as amended, by the United State Department of Transportation, Federal Highway Administration (“FHWA”);

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania, pursuant to Act 235 of 1982, as amended, has appropriated funds to aid in the removal, rehabilitation or replacement of eligible bridges under the jurisdiction of eligible local governments;

WHEREAS, in addition, the General Assembly of the Commonwealth of Pennsylvania, pursuant to Act 26 of 1991, as amended, has provided for the distribution of tax revenues to eligible municipalities to use in offsetting their share of the costs of removing, rehabilitating or replacing eligible bridges;

WHEREAS, the LOCAL PROJECT SPONSOR is to receive federal, state funds, or a combination of both, as detailed below for the removal, rehabilitation or replacement of eligible bridges;

WHEREAS, pursuant to Section 2001.1 of the Administrative Code of 1929, as amended, 71 P.S. §511.1, the DEPARTMENT has the power to enter into agreements with political subdivisions for any purpose connected in any way with the DEPARTMENT and pursuant to Section 2002(a)(7) of the Administrative Code of 1929, as amended, 71 P.S. § 512(a)(7), has the power to cooperate with political subdivisions in the coordination of plans and policies for the development of commerce and facilities;

WHEREAS, pursuant to Section 2305 of the General Local Government Code, as amended, 53 Pa.C.S. § 2305, a municipality can delegate any function, power, or responsibility to another governmental unit upon passage of an ordinance by its governing body; and

WHEREAS, it is necessary for the parties to enter into an agreement to outline their responsibilities and specify the sources of funding.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following:

**1. RECITALS**

The recitals set forth above are incorporated by reference as a material part of this Agreement.

## 2. GENERAL PROVISIONS

- (a) The LOCAL PROJECT SPONSOR shall participate in the administration of a project for \_\_\_\_\_  
bridge over \_\_\_\_\_  
("Project") in accordance with the policies, procedures, and specifications prepared or approved by with the conditions of this Agreement. The Project cost estimate is attached as Exhibit "A" and made part of this Agreement.
- (b) The LOCAL PROJECT SPONSOR's participation shall involve the activities outlined below and shall be in accordance with the provisions and exhibits referenced therein.
- (c) The LOCAL PROJECT SPONSOR's participation shall be consistent with the most current version of Department Publication 740, *Local Project Delivery Manual*,  
<http://www.dot.state.pa.us/public/pubsforms/Publications/PUB%20740.pdf>  
incorporated into this Agreement by reference as though physically attached to it.

## 3. APPLICABLE PRECONSTRUCTION RESPONSIBILITIES AND FUNDING AUTHORIZATIONS

The LOCAL PROJECT SPONSOR and the DEPARTMENT shall allocate and perform preconstruction responsibilities and administration as indicated below. By receiving funds through the programs indicated below, the LOCAL PROJECT SPONSOR agrees to the terms and conditions contained in the exhibit specified under each item as selected and set forth below:

- LOCAL PROJECT SPONSOR shall be responsible for preconstruction activities including, but not limited to: preliminary engineering, including environmental studies, final design, utility relocation, and right-of-way acquisition, consistent with the provisions of Exhibit "B" attached hereto.
- DEPARTMENT shall be responsible for preconstruction activities including, but not limited to: preliminary engineering, including environmental studies, final design, utility relocation, and right-of-way acquisition, all of these activities to be conducted by the DEPARTMENT, by contract or using its own forces, on behalf of the LOCAL PROJECT SPONSOR, consistent with the provisions of Exhibit "C" attached hereto.

**4. AMENDMENTS AND SUPPLEMENTS**

- (a) If the cost for any phase of the Project listed in Exhibit "A" is blank, or the cost of any phase increases, causing the overall Agreement cost to increase, the parties must execute a letter of amendment that will include a revised Exhibit "A". The DEPARTMENT cannot pay or reimburse the LOCAL PROJECT SPONSOR for the costs of these phases until the parties execute the letter of amendment. Adequate federal and/or state funds must be available before the parties execute a letter of amendment. The letter of amendment is not effective until duly authorized representatives of the DEPARTMENT, the LOCAL PROJECT SPONSOR, the Office of Chief Counsel, and the Office of Comptroller Operations sign and date the letter of amendment. A sample letter of amendment is attached as Exhibit "D" and made part of this Agreement.
- (b) If the DEPARTMENT determines that the cost for any phase listed on Exhibit "A" should be redistributed, and the redistribution does not result in an increase or decrease in total Project costs or any increase in costs to

the LOCAL PROJECT SPONSOR, the DEPARTMENT will redistribute such costs by sending the LOCAL PROJECT SPONSOR notification via a letter of adjustment that will include a revised Exhibit "A". The DEPARTMENT cannot pay or reimburse the LOCAL PROJECT SPONSOR for the costs of these phases until the Office of Comptroller Operations signs and dates the letter of adjustment. The LOCAL PROJECT SPONSOR's signature is not required for the letter of adjustment to be effective. A sample letter of adjustment is attached as Exhibit "E" and made part of this Agreement.

- (c) If there are changes to any Standard Provisions that need to be addressed at the time of a letter of amendment, as described in subparagraph (a), the parties can incorporate those revised and/or updated Standard Provisions by noting the incorporation and attachment of such Standard Provisions to such letter of amendment. For the purposes of this subparagraph, Standard Provisions consist of those provisions, exhibits or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to: Americans with Disabilities Act, Right-to-Know Law, Contractor Integrity, Contractor Responsibility, Offset, Federal Nondiscrimination; Commonwealth Nondiscrimination, Disadvantaged Business Enterprise Regulatory Compliance Requirements, Disadvantaged Business Enterprise Assurance, Lobbying, Federal Funding Accountability and Transparency Act, and Federal Audit Requirements. Changes that would otherwise require only a letter of adjustment as detailed in subparagraph (b) will need a letter of amendment as detailed in subparagraph (a) if one of these Standard Provisions described herein needs updating.
- (d) If the LOCAL PROJECT SPONSOR proceeds to construction before funds are made available, either through this Agreement, or a letter of



amendment or letter of adjustment, signed by the appropriate parties, the DEPARTMENT may reimburse the LOCAL PROJECT SPONSOR for the state funded portion of the Project. Retroactive reimbursement of federal funds will not be permitted unless the Federal Form 4232, authorizing federal funds for latter phases of the project was in place prior to performance of any work.

- (e) All other changes to terms and conditions of this Agreement must be in the form of a fully executed supplemental agreement signed by all the same entities that executed the original agreement.

## 5. **AVAILABILITY OF MUNICIPAL FUNDS**

The LOCAL PROJECT SPONSOR, by executing this Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the LOCAL PROJECT SPONSOR, and not the DEPARTMENT, shall bear and provide for all costs incurred in excess of those costs eligible for state or federal funding.

## 6. **CONTRACT DEVELOPMENT**

- (a) If the LOCAL PROJECT SPONSOR is responsible for preconstruction activities as indicated in Paragraph 3 above, the LOCAL PROJECT SPONSOR, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, and estimates (“PS&E”). The essential documents to be prepared are set forth in Exhibit “F”, which is attached to and made part of this Agreement. All work shall conform with applicable federal and state laws and requirements, including, but not limited to, those outlined in the most current version of Publication 740, Local Project Delivery Manual.

- (b) If the DEPARTMENT is responsible for preconstruction activities as indicated in Paragraph 3 above, the DEPARTMENT will prepare the PS&E consistent with federal and state laws and requirements and the most current version of Publication 740, Local Project Delivery Manual.
- (c) Upon completion or submission, as applicable, of the PS&E, the DEPARTMENT, subject to reimbursement by the LOCAL PROJECT SPONSOR for preparation costs, shall prepare the bid proposal documents required to bid the Project and issue an authorization to advertise for bids, upon:
  - (i) FHWA authorization of the Project, if federal funds are being used on the Project;
  - (ii) Approval of a right-of-way certification, if applicable;
  - (iii) Approval of a Utility Clearance Assurance statement;
  - (iv) Completion of the PS&E review;
  - (v) Satisfactory resolution of any comments; and
  - (vi) Receipt of applicable environmental permits.
- (d) The DEPARTMENT, prior to issuance to prospective bidders, must review and approve any addenda to the approved bid documents. The DEPARTMENT shall issue addenda no later than three (3) calendar days before the proposed bid opening. All bid documents shall require that the contractor be prequalified by the DEPARTMENT pursuant to 67 Pa. Code Chapter 457, Prequalification of Bidders. All bid documents shall require that the prospective bidders name the LOCAL PROJECT SPONSOR and DEPARTMENT as additional insureds on the certificate of insurance.

## 7. LETTING AND AWARD

- (a) Except as provided in subparagraph (c) below, relating to paper lets, the DEPARTMENT shall advertise for bids, open bids and with the concurrence of the LOCAL PROJECT SPONSOR (which will indicate its concurrence electronically) award the construction contract in the name of the LOCAL PROJECT SPONSOR, all in accordance with DEPARTMENT Publication No. 740. The LOCAL PROJECT SPONSOR shall enter into and execute the contract with the successful bidder electronically through ECMS. Following coordination with the LOCAL PROJECT SPONSOR, the DEPARTMENT shall issue the notice to proceed through ECMS to the contractor.
- (b) If the LOCAL PROJECT SPONSOR has not already executed a Business Partner Agreement and registered with the DEPARTMENT as a business partner in order to access the DEPARTMENT's Engineering and Construction Management System ("ECMS"), the LOCAL PROJECT SPONSOR must execute a Business Partner Agreement with the DEPARTMENT in order to obtain such access prior to the Project's being advertised.
- (c) In those limited instances where the LOCAL PROJECT SPONSOR has requested and received from the DEPARTMENT approval to conduct a paper let instead of having the Project administered through ECMS, letting and award shall be in accordance with DEPARTMENT policies and procedures applicable to projects not administered in ECMS.

## 8. CONSTRUCTION INSPECTION

- (a) The LOCAL PROJECT SPONSOR, with its own forces or by contract, may provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version of DEPARTMENT Publication No. 408, and its supplements and amendments. If the LOCAL PROJECT SPONSOR is providing inspection services, the LOCAL PROJECT SPONSOR shall provide the proper supervision and construction inspection to ensure that all work is in accordance with the most current version of DEPARTMENT Publication No. 9, Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended. The DEPARTMENT, based on requirements of the most current version of DEPARTMENT Publication No. 740, will determine the level of inspection and the number of inspectors required for the Project, as well as the qualifications required for the LOCAL PROJECT SPONSOR's inspectors. Normally at least one inspector is required for each project. The DEPARTMENT will oversee the Project but will not provide inspection services unless the parties, by mutual consent, specifically agree for the DEPARTMENT to provide inspection services. If the parties agree that the DEPARTMENT will provide inspection services, those costs will be included in the budget for the Agreement, as detailed in Exhibit "A".
- (b) If federal funds are used, the work shall also be in accordance with the most current version of the Federal-Aid Policy Guide, Chapter I, Subchapter G, Parts 633, 635, and 637, Required Contract Provisions, Construction and Maintenance, and Construction Inspection and Approval. In addition, if federal funds are used, allowable construction engineering costs may include such work items as inspection, certification, and test of materials

and surveys in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, and 23 C.F.R. § 1.11. Such costs are eligible for federal participation only to the extent that they are directly attributable and properly allocable to the Project.

**9. PAYMENT PROCEDURES AND RESPONSIBILITIES FOR EXPENSES INCURRED BY LOCAL PROJECT SPONSOR**

- (a) The LOCAL PROJECT SPONSOR shall submit to the DEPARTMENT certified periodic (maximum of two (2) per month) invoices for the following items:
  - (i) Allowable costs for work performed by LOCAL PROJECT SPONSOR's forces on the Project;
  - (ii) Work performed on the Project by the LOCAL PROJECT SPONSOR's consultant(s) or contractor(s); and
  - (iii) Allowable costs incurred in the acquisition of right-of-way and utility relocations.
- (b) The DEPARTMENT shall pay the LOCAL PROJECT SPONSOR for all but the LOCAL PROJECT SPONSOR's share of the total allowable Project costs for preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs incurred by the LOCAL PROJECT SPONSOR. Refer to Exhibit "A" for the estimated cost breakdown by dollar amounts and percentages. If federal funds are being used for the Project, the DEPARTMENT, for the federal share of the Project costs, shall submit necessary documents to the FHWA for payment and credit receipt of any funds to the appropriate account.
- (c) The LOCAL PROJECT SPONSOR is obligated to submit to the DEPARTMENT invoices from its consultant(s) and contractor(s) as it

receives them, in accordance with the periodic schedule set forth in subparagraph (a) above, to assure prompt payment of the consultant(s) and contractor(s) for work performed to date.

- (d) The LOCAL PROJECT SPONSOR shall pay the DEPARTMENT, the LOCAL PROJECT SPONSOR, and if applicable, the federal shares to its consultant(s) and contractor(s) within ten (10) calendar days of the date of the DEPARTMENT's payment to the LOCAL PROJECT SPONSOR. The LOCAL PROJECT SPONSOR, as part of its record-keeping obligations, shall maintain records of receipt and payment of such funds. If the LOCAL PROJECT SPONSOR fails to comply with this subparagraph or with the requirements of subparagraph (c) relating to submission of invoices, the LOCAL PROJECT SPONSOR shall be in default pursuant to Paragraph 14 and the DEPARTMENT shall have the further right to change payment procedures unilaterally to a reimbursement basis.
- (e) If the DEPARTMENT changes payment procedures unilaterally to a reimbursement basis, as provided in subparagraph (d), the following procedures shall apply:
  - (i) The LOCAL PROJECT SPONSOR shall submit to the DEPARTMENT certified periodic (maximum of two (2) per month) invoices for reimbursement.
  - (ii) The LOCAL PROJECT SPONSOR shall include with the invoices verification of payment of the consultant(s) or contractor(s) by means of a copy of the cancelled check or certified letter from the consultant(s) or contractor(s) acknowledging payment.
  - (iii) After reviewing the verification concerning payment of the consultant(s) or contractor(s) and material certifications and determining them to be satisfactory, the DEPARTMENT shall

approve the invoices for payment and process the invoices for payment from state and federal funds. As state and/or federal funds are made available, the DEPARTMENT shall reimburse the LOCAL PROJECT SPONSOR for the proportionate share of the approved charges.

- (f) The LOCAL PROJECT SPONSOR shall be responsible for costs not reimbursed by the DEPARTMENT with federal or state funds, including, but not limited to, the following:
- (i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;
  - (ii) Time delays and extensions of time or termination of construction work;
  - (iii) Interest for late payments;
  - (iv) Interest incurred by borrowing money;
  - (v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition and/or condemnation of lands for the Project or construction of the improvements;
  - (vi) Unforeseen utility relocation costs;
  - (vii) Unforeseen costs for environmental litigation and reports; and
  - (viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by the planning, design or construction of the Project.

- (g) The DEPARTMENT shall not reimburse the LOCAL PROJECT SPONSOR for additional or extra work done or materials furnished that are not specifically provided for in the approved plans and specifications, unless the DEPARTMENT has issued prior written approval of the additional or extra work or materials. If the LOCAL PROJECT SPONSOR performs any work or furnishes any materials without the DEPARTMENT's prior written approval, the LOCAL PROJECT SPONSOR does so at its own risk, cost and expense. The LOCAL PROJECT SPONSOR shall not interpret the DEPARTMENT's approval as authority to increase the maximum amount of reimbursement in subparagraph (b) above.
- (h) The LOCAL PROJECT SPONSOR shall submit its final invoices for payment or reimbursement, as the case may be, of the items set forth in subparagraph (a) to the DEPARTMENT within one (1) year of the acceptance of the Project. If the LOCAL PROJECT SPONSOR fails to submit its final invoices within this one- (1- ) year period, it may forfeit all remaining federal and/or state financial participation in the Project.

**10. PAYMENT PROCEDURES AND RESPONSIBILITIES FOR EXPENSES INCURRED BY DEPARTMENT**

- (a) For services performed by the DEPARTMENT, including, but not limited to, all preconstruction services specified in Paragraph 3 above if performed by the DEPARTMENT or the DEPARTMENT's consultant(s), as well as required contract development, liaison and supervisory services, the LOCAL PROJECT SPONSOR shall directly reimburse the DEPARTMENT for the LOCAL PROJECT SPONSOR's share of the DEPARTMENT's incurred costs. The DEPARTMENT will submit invoices to the FHWA for reimbursement of the federal share of such costs if the Project is federally funded. The estimated costs of these services and the LOCAL PROJECT



SPONSOR's share, by dollar amounts and percentages, are set forth in Exhibit "A".

- (b) If the DEPARTMENT is performing preconstruction services as indicated in Paragraph 3 above, the DEPARTMENT shall invoice the LOCAL PROJECT SPONSOR no more than monthly, but no less than quarterly, for costs incurred by the DEPARTMENT for the Project on the LOCAL PROJECT SPONSOR's behalf during preconstruction. For administrative services performed by the DEPARTMENT during construction the DEPARTMENT shall invoice the LOCAL PROJECT SPONSOR no more than annually or once toward end of the Project, for such costs incurred by the DEPARTMENT on the LOCAL PROJECT SPONSOR's behalf.
- (c) If the LOCAL PROJECT SPONSOR is performing preconstruction services as indicated in Paragraph 3 above, the DEPARTMENT shall invoice the LOCAL PROJECT SPONSOR no more than annually, or once toward end of the Project, for costs incurred by the DEPARTMENT for the Project on the LOCAL PROJECT SPONSOR's behalf.
- (d) The LOCAL PROJECT SPONSOR shall pay the DEPARTMENT within 45 days of the mailing date of the DEPARTMENT's invoice. Failure to pay the DEPARTMENT within this period may halt further progress on the Project until payment is received and the LOCAL PROJECT SPONSOR shall be responsible for any increase in costs due to such stoppage or delay. If such failure to pay exceeds 60 days, the LOCAL PROJECT SPONSOR shall be deemed to be in Default, for the purposes of Paragraph 14.
- (e) The LOCAL PROJECT SPONSOR shall be responsible for costs not eligible for payment by federal or state funds, including, but not limited to, the following:

- (i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;
- (ii) Time delays and extensions of time or termination of construction work;
- (iii) Interest for late payments;
- (iv) Interest incurred by borrowing money;
- (v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition and/or condemnation of lands for the Project or construction of the improvements;
- (vi) Unforeseen utility relocation costs;
- (vii) Unforeseen costs for environmental litigation and reports; and
- (viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by the planning, design or construction of the Project.

## 11. RECORDS

The LOCAL PROJECT SPONSOR shall maintain, and shall require its consultant(s) and contractor(s) to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred in the Project and shall make these materials available at all reasonable times during the contract period and for three (3) years beyond the termination of this Agreement or submission of the final voucher to the FHWA, whichever is later, for inspection or audit by the DEPARTMENT, the FHWA (if applicable), or any other authorized representatives of the federal or state government;

and copies thereof shall be furnished, if requested. Time records for personnel performing any work on the Project shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the LOCAL PROJECT SPONSOR shall keep, and shall require its consultant(s) or contractor(s), as applicable, to keep, a complete records of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable. The DEPARTMENT will maintain, and require its consultant(s) and contractor(s) to maintain all records pursuant to applicable state and federal requirements.

## 12. MAINTENANCE AND OPERATION OF THE FACILITY

- (a) The LOCAL PROJECT SPONSOR, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement that fall within its jurisdiction. All storm water and drainage facilities constructed or improved in connection with the Project are within the LOCAL PROJECT SPONSOR's jurisdiction. The LOCAL PROJECT SPONSOR shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The LOCAL PROJECT SPONSOR certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to, the following activities:
  - (i) Periodic inspections in accordance with National Bridge Inspection Standards;
  - (ii) Appropriate preventative maintenance;
  - (iii) A systematic record-keeping system; and

- (iv) A means to handle the notification and implementation of emergency repairs.
- (b) The LOCAL PROJECT SPONSOR acknowledges that the DEPARTMENT may disqualify the LOCAL PROJECT SPONSOR from future federal-aid or state participation on LOCAL PROJECT SPONSOR-maintained projects if the LOCAL PROJECT SPONSOR fails to:
  - (i) Provide for the proper maintenance and operation of the completed improvements; or
  - (ii) Maintain and enforce compliance with any statutes, regulations or ordinances or permits necessary for the operation of the improvements under its jurisdiction.
- (c) The LOCAL PROJECT SPONSOR agrees that the DEPARTMENT shall withhold federal-aid or state funds, or both, until one or both of the following (as applicable) have taken place:
  - (i) The LOCAL PROJECT SPONSOR has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the DEPARTMENT.
  - (ii) The LOCAL PROJECT SPONSOR has brought traffic operations on the improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to the DEPARTMENT.
- (d) The LOCAL PROJECT SPONSOR agrees that it will comply with all applicable statutes and regulations relating to traffic control devices, including, but not limited to, 75 Pa. C.S. § 6109 and 67 Pa Code § 212.5.
- (e) This Agreement is without prejudice to the right of the LOCAL PROJECT SPONSOR to receive reimbursement for maintenance costs from any

railroad or party other than the DEPARTMENT, if so ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.

13. **SAVE HARMLESS**

- (a) The LOCAL PROJECT SPONSOR shall indemnify, save harmless and defend (if requested) the FHWA (if applicable), the Commonwealth of Pennsylvania, the DEPARTMENT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, including, but not limited to, those in eminent domain or otherwise relating to title to real property or under any environmental or historic preservation permit, approval or statute, relating to personal injury, including death, or property damage, arising out of, resulting from or connected with the planning, development, design, acquisition, construction, operation or maintenance of the Project improvements, by the LOCAL PROJECT SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act omission, neglect or misconduct of the LOCAL PROJECT SPONSOR, its consultant(s) or contractor(s), their officers, agents, and employees, during the performance of the work or thereafter, or to any other cause whatever. This provision shall not be construed to limit the LOCAL PROJECT SPONSOR's rights, claims or defenses which arise as a matter of law. In the event, the LOCAL PROJECT SPONSOR, pursuant to the terms of this Agreement, assumes maintenance responsibilities for improvements within the right-of-way of the Commonwealth, this Agreement shall be considered a maintenance agreement for the purposes of 42 Pa. C.S. § 8542(b)(6).

- (b) This Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

**14. DEFAULT CLAUSE**

If the LOCAL PROJECT SPONSOR fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of sixty (60) days, the LOCAL PROJECT SPONSOR authorizes the DEPARTMENT to withhold so much of the LOCAL PROJECT SPONSOR's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT in full for all costs due under this Agreement; and the LOCAL PROJECT SPONSOR authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default. In the event the amount of such default amounts to more than \_\_\_\_\_% of the LOCAL PROJECT SPONSOR's annual Liquid Fuels Tax Fund allocation for the fiscal year in which such default occurred, the DEPARTMENT shall withhold no more than \_\_\_\_\_% of the LOCAL PROJECT SPONSOR's annual Liquid Fuels Tax for said fiscal year, the balance to be withheld up to that maximum percentage each fiscal year thereafter until said balance has been paid in full.

**15. NONDISCRIMINATION PROVISIONS**

The parties agree, and the LOCAL PROJECT SPONSOR shall also provide in its contracts as applicable for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all

applicable federal and state laws, rules, regulations orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, antisolicitation, information, and reporting provisions and if federal funds are used on the project, auditing requirements. The LOCAL PROJECT SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of:

- (a) If no federal funds are used, the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached as Exhibit "G-1" and made part of this Agreement.
- (b) If federal funds are used, the Federal Nondiscrimination and Equal Employment Opportunity Clauses, which are attached as Exhibit "G-2" and made part of this Agreement.
- (c) Regardless of which provision applies, the term "Contractor" means the LOCAL PROJECT SPONSOR.

**16. CONTRACT PROVISIONS FOR CONTRACTOR INTEGRITY, AMERICANS WITH DISABILITIES, CONTRACTOR RESPONSIBILITY, AND RIGHT TO KNOW LAW**

The LOCAL PROJECT SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply with the current versions of the provisions set forth below. As used in these provisions, the term "Contractor" means the LOCAL PROJECT SPONSOR:

- (a) The Contractor Integrity Provisions attached as Exhibit "H" and made part of this Agreement;
- (b) The Provisions Concerning the Americans with Disabilities Act attached as Exhibit "I" and made part of this Agreement;

- (c) The Contractor Responsibility Provisions attached as Exhibit “J” and made part of this Agreement; and
- (d) The Right-to-Know Law provisions attached as Exhibit “K” and made part of this Agreement.

**17. OFFSET PROVISION**

The LOCAL PROJECT SPONSOR agrees that the Commonwealth of Pennsylvania (“Commonwealth”) may set off the amount of any state tax liability or other obligation of the LOCAL PROJECT SPONSOR or its subsidiaries to the Commonwealth against any payments due the LOCAL PROJECT SPONSOR under any contract with the Commonwealth.

**18. CONTRACT PROVISIONS FOR PROJECTS INVOLVING FEDERAL FUNDS**

If federal funds are used for this Project, the LOCAL PROJECT SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply with the provisions set forth in this paragraph. As used in these provisions, the term “Contractor” or “Grantee” or “Subrecipient” means the LOCAL PROJECT SPONSOR.

**(a) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:**

As a subrecipient of federal funding, the LOCAL PROJECT SPONSOR shall provide to the Commonwealth the information specified in the Federal Funding Accountability and Transparency Act of 2006, Grantee Information, attached as Exhibit “L” and made part of this Agreement to ensure that the Commonwealth meets the reporting requirements imposed on it by the Federal Funding Accountability and Transparency Act of 2006.



**(b) LOBBYING CERTIFICATION DISCLOSURE**

Public Law 101-121, §319, 31 U.S.C. §1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan or the entering into of any cooperative agreement. The LOCAL PROJECT SPONSOR shall comply with the Lobbying Certification Form attached to this Agreement as Exhibit "M", which an authorized official of the LOCAL PROJECT SPONSOR has executed and, if applicable, shall complete and submit the Disclosure of Lobbying Activities form included in this exhibit in accordance with its instructions.

**(c) AUDIT REQUIREMENTS**

As specified by the Federal Office of Management and Budget, the LOCAL PROJECT SPONSOR agrees to satisfy the audit requirements contained in the Single Audit Act of 1984, 31 U.S.C. § 7501 et seq., and for the purpose, to comply with the current version of the Audit Clause to Be Used in Agreements with Entities Receiving Federal Awards from the Commonwealth, which is attached as Exhibit "N" and made part of this Agreement.

**(d) DISADVANTAGED BUSINESS ENTERPRISE REGULATORY COMPLIANCE REQUIREMENTS**

The LOCAL PROJECT SPONSOR shall take the following steps, where applicable, in order to comply with the Disadvantaged Business Enterprise ("DBE") requirements of current federal highway funding authorizations and regulations adopted pursuant thereto:

- (i) For federally-assisted transportation-related projects, the DEPARTMENT may establish a percentage participation goal. The LOCAL PROJECT SPONSOR shall work with the DEPARTMENT's

District Office concerning the necessity of establishing a goal for this Project. If a DBE goal is not applicable, the LOCAL PROJECT SPONSOR shall comply with the "Disadvantaged Business Enterprise and Small Business Concern Involvement" provision, which is attached as Exhibit "O" and made a part of this Agreement. If a goal is established, this goal must be attained by the LOCAL PROJECT SPONSOR's contractor or, in the alternative, a showing of good faith effort must be made. Determination of good faith effort shall be made by the LOCAL PROJECT SPONSOR and is subject to the concurrence of the DEPARTMENT. The LOCAL PROJECT SPONSOR shall comply with the following provisions, as applicable:

- (1) If the Project requires prequalification, the LOCAL PROJECT SPONSOR shall comply with Designated Special Provision 7 of the Publication 408 Specifications, current edition, attached as Exhibit "P" and made a part of this Agreement.
  - (2) If the Project is prequalification exempt, the LOCAL PROJECT SPONSOR shall comply with the Disadvantaged Business Enterprise Requirements – Prequalification Exempt, attached as Exhibit "Q" and made a part of this Agreement.
  - (3) If the Project includes a design component, the LOCAL PROJECT SPONSOR shall comply with the DBE Special Requirements – Engineering, attached as Exhibit "R" and made a part of this Agreement.
- (ii) All DBE's must be certified by the Pennsylvania Unified Certification Program ("PA UCP") before the bid submission date.

(e) **REQUIRED DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE PROVISION**

- (i) The LOCAL PROJECT SPONSOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The LOCAL PROJECT SPONSOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the LOCAL PROJECT SPONSOR to carry out these requirements is a material breach of this Agreement, which may result in either the termination of this Agreement or such other remedy the DEPARTMENT deems appropriate, including, but not limited to, withholding progress payments; assessing sanctions; liquidated damages; and/or disqualifying the LOCAL PROJECT SPONSOR from future bidding as non-responsible.
- (ii) As a recipient of funds from the DEPARTMENT, the LOCAL PROJECT SPONSOR must include the assurance set forth in subparagraph (i) in each contract into which it enters to carry out the Project or activities being funded by this Agreement.

19. **TERMINATION FOR LACK OF FUNDS**

The DEPARTMENT may terminate this Agreement if the DEPARTMENT does not receive the necessary federal or state funds allocated for the purpose stated in this Agreement. Termination shall become effective as of the termination date specified in the DEPARTMENT's written notice of termination to the LOCAL PROJECT SPONSOR specifying the reason for termination. The DEPARTMENT shall reimburse the LOCAL PROJECT SPONSOR for eligible work performed by the LOCAL PROJECT SPONSOR or

its consultant(s) or contractor(s) up to the date of the notice of termination or such other date that the notice of termination shall specify.

**20. ELECTRONIC ACCESS TO ENGINEERING AND CONSTRUCTION MANAGEMENT SYSTEM**

If the LOCAL PROJECT SPONSOR has not already executed a Business Partner Agreement and registered with the DEPARTMENT as a business partner in order to access the DEPARTMENT's Engineering and Construction Management System ("ECMS"), the LOCAL PROJECT SPONSOR must enter into a business partner agreement with the DEPARTMENT in order to obtain such access prior to the advertisement of any Project phases being let through ECMS.

**21. AUTOMATED CLEARING HOUSE PROVISIONS**

(a) The Commonwealth will make payments to the LOCAL PROJECT SPONSOR through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the LOCAL PROJECT SPONSOR must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The LOCAL PROJECT SPONSOR 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>.

- (b) The LOCAL PROJECT SPONSOR must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the LOCAL PROJECT SPONSOR to properly apply the state agency's payment to the respective invoice or program.
- (c) It is the responsibility of the LOCAL PROJECT SPONSOR to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

**22. EFFECTIVE DATE AND DURATION OF AGREEMENT**

- (a) This Agreement will not be effective until executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.
- (b) The Agreement shall remain in effect for three (3) fiscal years, beginning with the state fiscal year in which it takes effect and continuing for the two (2) succeeding fiscal years. The LOCAL PROJECT SPONSOR and the DEPARTMENT understand and agree that, regardless of which party is responsible for preconstruction activities as set forth in Paragraph 3, the responsible entity must proceed diligently to move the Project to completion. If no activity, "activity" consisting of the payment of at least one invoice from the LOCAL PROJECT SPONSOR by the DEPARTMENT, occurs prior to the end of the third fiscal year, the Agreement shall terminate on June 30 of the third fiscal year. However, if any activity occurs prior to the end of the third fiscal year, the Agreement shall be

automatically extended for a fourth fiscal year, and the LOCAL PROJECT SPONSOR shall complete the Project by the end of that fourth fiscal year. If the LOCAL PROJECT SPONSOR has not completed the Project by June 30 of that fourth fiscal year, the Agreement shall then automatically terminate, unless the LOCAL PROJECT SPONSOR requests a time extension, providing detailed justification therefor, and the DEPARTMENT, in its discretion, authorizes a time extension in writing. If the Project involves federal funds, any such extensions must comply with 23 C.F.R. 630.112(C)(2) relating to limits on federal funding authorization.

- (c) If this Agreement is terminated in accordance with Subparagraph (b) above, the MUNICIPALITY must reimburse any state or federal funds provided pursuant to this Agreement, because the FHWA and/or the DEPARTMENT will not participate in any costs of a project that is not completed with the exception of state-funded design costs. Accordingly, the LOCAL PROJECT SPONSOR shall reimburse the DEPARTMENT, within forty-five (45) days of receipt of a statement from the DEPARTMENT, in an amount equal to the sum of the following:
  - (i) Any and all FHWA funds received by the LOCAL PROJECT SPONSOR for return to the FHWA;
  - (ii) Any and all FHWA funds paid to the DEPARTMENT for work performed under this Agreement for return to the FHWA;
  - (iii) All costs incurred by the DEPARTMENT under this Agreement prior to the time of termination that the FHWA or the LOCAL PROJECT SPONSOR has not already reimbursed;
  - (iv) All right-of-way acquisition, utility relocation and construction funds made available to the LOCAL PROJECT SPONSOR under Act 235 of 1982 and, if applicable, Act 26 of 1991, both as amended. If

project development activities are subsequently reinitiated, the LOCAL PROJECT SPONSOR should utilize the previous design work. The DEPARTMENT will not provide state funds to update design work from a previously terminated project.

- (d) If the LOCAL PROJECT SPONSOR fails to reimburse the DEPARTMENT or the FHWA (if applicable) within the time period set forth in subparagraph (c) above, the LOCAL PROJECT SPONSOR shall be in default pursuant to Paragraph 14 of this Agreement.

### **23. RESOLUTIONS AND ORDINANCES**

The LOCAL PROJECT SPONSOR shall enact, adopt, or both any and all resolutions or ordinances, including, but not limited to, ordinances necessary to authorize the DEPARTMENT to act on the LOCAL PROJECT SPONSOR's behalf with respect to acquisition of rights-of-way or applications to the Pennsylvania Public Utility Commission, as may be necessary to effect the purposes of this Agreement.

### **24. TITLE VI ASSURANCES**

As a condition of receiving federal financial assistance from the United States Department of Transportation through the FHWA, the parties and their subcontractors are subject to and shall comply with the Standard Title VI/Non-Discrimination Assurances, attached as Exhibit "S" and made part of this Agreement. The signature on this Agreement shall be deemed a signature on this exhibit. As used in this exhibit, the terms "Subrecipient" and "Contractor" refers to the LOCAL PROJECT SPONSOR.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

LOCAL PROJECT SPONSOR:

BY: \_\_\_\_\_  
Title: \_\_\_\_\_ DATE

---

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Deputy Secretary or Designee DATE

APPROVED AS TO LEGALITY AND  
FORM

BY: \_\_\_\_\_  
for Chief Counsel DATE

BY: \_\_\_\_\_  
for Comptroller Operations DATE

Preapproved Form:  
OGC No. 18-FA-65.1

Agreement No. \_\_\_\_\_ is split \_\_\_\_\_%, expenditure amount of \$ \_\_\_\_\_ , for federal funds and \_\_\_\_\_%, expenditure amount of \$ \_\_\_\_\_ for state funds. The related federal assistance program name and number are \_\_\_\_\_ ; \_\_\_\_\_ .  
The state assistance program name and number are \_\_\_\_\_ ; \_\_\_\_\_ .



**PROJECT ESTIMATED COSTS**

Reimbursement Agreement No:  
 County:  
 Municipality:  
 Project Name:  
 MPMS No:  
 Engineering Agreement No:

	<b>Municipality Incurred Costs</b>	<b>Commonwealth Incurred Costs</b>	<b>Phase Totals</b>
Preliminary Engineering			
Final Design			
Utilities			
Right of Way			
Construction			
<b>SUBTOTALS</b>			

**COST SHARING (Municipality Incurred Costs)**

	<b>Federal</b>	<b>%</b>	<b>State</b>	<b>%</b>	<b>Municipality</b>	<b>%</b>	<b>Phase Totals</b>
Preliminary Engineering	( )		( )		( )		
Final Design	( )		( )		( )		
Utilities	( )		( )		( )		
Right of Way	( )		( )		( )		
Construction	( )		( )		( )		
<b>TOTALS</b>							

**COST SHARING (Commonwealth Incurred Costs)**

	<b>Federal</b>	<b>%</b>	<b>State</b>	<b>%</b>	<b>Municipality</b>	<b>%</b>	<b>Phase Totals</b>
Preliminary Engineering _____	( )		( )		( )		_____
Final Design _____	( )		( )		( )		_____
Utilities _____	( )		( )		( )		_____
Right of Way _____	( )		( )		( )		_____
Construction _____	( )		( )		( )		_____
<b>TOTALS</b> _____							_____

**TOTAL COST**

<b>Federal</b>	<b>%</b>	<b>State</b>	<b>%</b>	<b>Municipality</b>	<b>%</b>	<b>Total</b>
( )		( )		( )		

**Amount Eligible to be Reimbursed to Municipality**

**STANDARD BRIDGE EXHIBIT “B”  
FOR PROJECTS WHERE MUNICIPALITY IS RESPONSIBLE  
FOR MANAGING PRECONSTRUCTION ACTIVITIES**

These provisions shall apply if the parties have opted, in Paragraph 3 of the Agreement to which this Exhibit is attached, for the MUNICIPALITY to assume responsibility for preconstruction activities for the Project authorized by this Agreement.

**A. DESIGN**

(1) The MUNICIPALITY, with its own forces or by contract, shall design the Project. The design shall be in accordance with policies, procedures and specifications prepared or approved by the DEPARTMENT and the FHWA, including, but not limited to, the most current versions of the following:

- (a) DEPARTMENT Publication No. 70M, Guidelines for Design of Local Roads and Streets;
- (b) DEPARTMENT Publication No. 740;
- (c) DEPARTMENT Design Manuals (Publication Nos. 10, 13M, 14M, 15M, and 16M);
- (d) DEPARTMENT Policy Letters;
- (e) DEPARTMENT Form No. 442, *Bureau of Design Specifications for Consultant Agreements*, Division I;
- (f) DEPARTMENT Publication 93, *Policy and Procedures for the Administration of Consultant Agreements*;
- (g) DEPARTMENT Publication No. 408, *Specifications*, its supplements and amendments; and
- (h) DEPARTMENT Publication No. 371, Grade Crossing Manual.

(2) The MUNICIPALITY shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Project. The MUNICIPALITY will be the applicant and ultimately the permittee or licensee. This obligation includes preparing or revising environmental reports or other

documents such as environmental impact statements, environmental assessments or categorical exclusions required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At the DEPARTMENT's request, the MUNICIPALITY, prior to advertising and letting the Project, shall furnish the DEPARTMENT with evidence of the approvals, permits, licenses and approved environmental documents.

(3) The MUNICIPALITY is encouraged to use the DEPARTMENT's ECMS selection mechanisms to assist it in its consultant selection process.

## **B. UTILITY CONSIDERATIONS**

(1) The MUNICIPALITY shall furnish Project plans to utilities known to have facilities within the Project limits and to all other utilities subsequently discovered within the Project limits.

(2) The MUNICIPALITY shall arrange for any necessary relocation or adjustment of all utility facilities and notify each utility company to relocate any affected facilities to accommodate the construction of the Project. The MUNICIPALITY, with the DEPARTMENT's guidance, shall make these arrangements in accordance with FHWA and DEPARTMENT requirements, as applicable. If any affected utility claims that the MUNICIPALITY is responsible for reimbursing the affected utility for its utility relocation costs pursuant to applicable state or local laws in effect when this Agreement is executed, the MUNICIPALITY shall furnish the DEPARTMENT with Form 4181-A, Preliminary Estimate for Utility Relocation. The utility shall prepare the form, which shall be accompanied by documentation justifying the MUNICIPALITY's legal obligation to reimburse the utility for utility relocation costs actually incurred by the utility. The DEPARTMENT, after review and approval of the cost estimates and documentation, will draft the necessary reimbursement agreement into which the MUNICIPALITY and the utility will enter. The DEPARTMENT will submit the agreement to the MUNICIPALITY for execution by the parties.

(3) If the MUNICIPALITY owns or operates the existing utility facilities, the MUNICIPALITY shall request the DEPARTMENT to determine if the costs are

Project-eligible costs and if so to prepare a supplement to this agreement to address the costs associated with the relocation of said facilities, if not addressed herein. The supplemental agreement will acknowledge that the utility facilities are located in the right-of-way and that the relocation costs are Project-eligible costs.

(4) Prior to advertising the Project for letting, the MUNICIPALITY, on forms provided by the DEPARTMENT, shall furnish a Utility Clearance Certification, Form D-419, attesting that all arrangements have been made for the relocation of all known utility facilities affected by the Project, and which shall include a description of the written arrangements made with the utilities for the relocation of facilities in a manner that will not impede Project construction.

(5) The MUNICIPALITY agrees that all utility facilities transferred to or remaining at a location within the right-of-way of a federal aid highway shall be accommodated in accordance with the most current version of: 23 C.F.R. Part 645: the Federal-Aid Policy Guide Chapter I, Subchapter G, Part 645, Subpart B, *Accommodation of Utilities*, and all subsequent amendments; and, if the utility facilities are being transferred to or remaining at a location within the right-of-way of a state federal-aid highway, 67 Pa Code Chapter 459.

(6) If the Agreement terminates for lack of activity or failure to complete the Project, as provided in Paragraph 22 of the Agreement, after any utility has been authorized to proceed with its relocation work, the MUNICIPALITY, at its sole cost and expense, shall reimburse the utility for its actual and related indirect costs of work completed at the time of termination, plus any additional expenses incurred by the utility in restoring its system to normal operation conditions.

**C. APPLICATION TO PENNSYLVANIA PUBLIC UTILITY COMMISSION**

The MUNICIPALITY, as necessary, shall make such application to the Pennsylvania Public Utility Commission (“PUC”) as required for the construction and completion of the Project. If the Project is a rail-highway crossing bridge under the jurisdiction of the PUC, the DEPARTMENT and the MUNICIPALITY agree to the following:

(1) The DEPARTMENT shall apply any costs contributed voluntarily by a railroad, or allocated to the railroad by the PUC, to help defray the cost of the Project to the MUNICIPALITY's share of the Project cost. If the railroad share exceeds the MUNICIPALITY's share, the excess shall be applied first to the DEPARTMENT's share, if any, and second to the remaining portion of the Project costs.

(2) If the PUC allocates costs to a railroad, and the railroad does not voluntarily agree to contribute the costs allocated to it by the PUC, these costs shall be shared as specified in Paragraphs 9 and 10 of this Agreement.

(3) If the PUC allocates costs to the DEPARTMENT in excess of the DEPARTMENT's share or the remaining part of the Project costs identified in subparagraph (1) above, the MUNICIPALITY agrees to pay these excess costs.

#### **D. RIGHT-OF-WAY ACQUISITION**

(1) The MUNICIPALITY certifies that it shall acquire all right-of-way necessary to construct this Project in accordance with all of the applicable federal and/or state laws, policies, and procedures pertinent to right-of-way acquisition, including, but not limited to:

- (a) The most current version of DEPARTMENT Publication No. 740; and
- (b) Either Procedures for Right-of-Way Acquisition by Municipality Non-Federal, or Procedures for Right-of-Way Acquisition by Municipality-Federal Aid Highway Projects, as applicable, and as attached and made a part of this Agreement as Exhibit "T-1" or "T-2", respectively.

(2) If the MUNICIPALITY must acquire right-of-way to accommodate the Project and the DEPARTMENT determines that the involved costs are eligible project costs, the MUNICIPALITY and the DEPARTMENT shall include the eligible costs for the right-of-way phase in this Agreement, or in a letter of amendment or letter of adjustment, as appropriate.

(3) The MUNICIPALITY may not begin to acquire the necessary right-of-way until the District Right-of-Way Administrator has certified that the MUNICIPALITY has the facilities and qualified personnel to proceed with right-of-way acquisition. If the

MUNICIPALITY cannot satisfy the District Right-of-Way Administrator's requirements using the MUNICIPALITY's personnel, it must make alternative arrangement to the satisfaction of the District Right-of-Way Administrator prior to beginning right-of-way acquisition.

**E. RAILROAD CONSIDERATIONS**

The MUNICIPALITY shall furnish Project plans to any railroads known to have facilities within the Project limits.

(1) The MUNICIPALITY shall coordinate with the railroad(s) to determine railroad design criteria, arrange for protective services as needed and determine levels of insurance that will be required for the completion of the Project.

(2) The MUNICIPALITY shall coordinate with the railroad(s) to ensure that DEPARTMENT forms D-4279 and D-4279A are completed by the railroad(s) and returned to the DEPARTMENT.

(3) The MUNICIPALITY shall include all railroad special provisions, including, but not limited to, insurance requirements, right-of-entry requirements and private crossing requirements, in the Project bid package.

(4) If there are railroad costs that are Project eligible, they shall be addressed through either a letter of amendment or a letter of adjustment, as provided in Paragraph 4 of this Agreement.

(5) The DEPARTMENT, after review and approval of the cost estimates and documentation, shall draft the necessary reimbursement agreement to be entered into between the MUNICIPALITY and the railroad and will forward the agreement to the MUNICIPALITY for execution. A copy of the executed agreement shall be returned to the DEPARTMENT.

**EXHIBIT “C”  
FOR PROJECTS WHERE DEPARTMENT IS RESPONSIBLE FOR MANAGING  
PRECONSTRUCTION ACTIVITIES**

These provisions shall apply if the parties have opted, in Paragraph 3 of the Agreement, to which this Exhibit is attached, for the DEPARTMENT to assume responsibility for preconstruction activities for the Project authorized by this Agreement.

**A. DESIGN**

(1) The DEPARTMENT, with its own forces or by contract, shall design the Project. The design shall be in accordance with policies, procedures and specifications prepared or approved by the DEPARTMENT and the FHWA, including, but not limited to, the most current versions of the following:

- (a) DEPARTMENT Publication No. 70M, Guidelines for Design of Local Roads and Streets;
- (b) DEPARTMENT Publication No. 740;
- (c) DEPARTMENT Design Manuals (Publication Nos. 10, 13M, 14M, 15M, and 16M);
- (d) DEPARTMENT Policy Letters;
- (e) DEPARTMENT Form No. 442, *Bureau of Design Specifications for Consultant Agreements*, Division I;
- (f) DEPARTMENT Publication 93, *Policy and Procedures for the Administration of Consultant Agreements*;
- (g) DEPARTMENT Publication No. 408, *Specifications*, its supplements and amendments; and
- (h) DEPARTMENT Publication No. 371, *Grade Crossing Manual*.

(2) The DEPARTMENT shall, on behalf of the MUNICIPALITY and in the MUNICIPALITY’S name, prepare all necessary approvals, permits and licenses from all other governmental agencies as may be required to complete the Project. This obligation shall include the responsibility for preparing or revising environmental reports or other documents such as environmental impact statements required by law. The

MUNICIPALITY shall cooperate with the DEPARTMENT as necessary in applying for the approvals, permits and licenses, shall submit the appropriate permit applications as prepared by the DEPARTMENT and shall be responsible for defense of any environmental litigation resulting from the planning, design or construction of the Project. The MUNICIPALITY shall submit all necessary permits prepared by the DEPARTMENT and shall furnish the DEPARTMENT with copies of any and all approvals, permits, licenses and approved environmental documents obtained from other agencies or entities. The MUNICIPALITY will be the applicant and ultimately the permittee or licensee.

**B. UTILITY CONSIDERATIONS**

(1) The DEPARTMENT shall furnish Project plans to utilities known to have facilities within the Project limits and to all other utilities subsequently discovered within the Project limits.

(2) The DEPARTMENT, in the MUNICIPALITY's name and on its behalf, shall arrange for any necessary relocation or adjustment of all utility facilities and notify each utility company to relocate any affected facilities to accommodate the construction of the Project in accordance with FHWA and DEPARTMENT requirements, as applicable. If any affected utility claims that the MUNICIPALITY is responsible for reimbursing the affected utility for its utility relocation costs pursuant to applicable state or local laws in effect when this Agreement is executed, the DEPARTMENT shall work with the MUNICIPALITY to obtain Form 4181-A, Preliminary Estimate for Utility Relocation. The utility shall prepare the form, which shall be accompanied by documentation justifying the MUNICIPALITY's legal obligation to reimburse the utility for utility relocation costs actually incurred by the utility. The DEPARTMENT, after review and approval of the cost estimates and documentation, will draft the necessary reimbursement agreement into which the MUNICIPALITY and the utility will enter. The DEPARTMENT will submit the agreement to the MUNICIPALITY for execution by the parties.

(3) If the MUNICIPALITY owns or operates the existing utility facilities, the MUNICIPALITY shall request the DEPARTMENT to prepare a supplement to this agreement to address the costs associated with the relocation of said facilities, if not addressed herein. The supplemental agreement will acknowledge the relocation costs are Project-eligible costs.



(4) Prior to advertising the Project for letting, the DEPARTMENT shall furnish a Utility Clearance Certification, Form D-419, attesting that all arrangements have been made for the relocation of all known utility facilities affected by the Project, and which shall include a description of the written arrangements made with the utilities for the relocation of facilities in a manner that will not impede Project construction.

(5) The MUNICIPALITY agrees that all utility facilities transferred to or remaining at a location within the right-of-way of a federal aid highway shall be accommodated in accordance with the most current version of: 23 C.F.R. Part 645: the Federal-Aid Policy Guide Chapter I, Subchapter G, Part 645, Subpart B, *Accommodation of Utilities*, and all subsequent amendments; and, if the utility facilities are being transferred to or remaining at a location within the right-of-way of a state federal-aid highway, 67 Pa Code Chapter 459.

(6) If the Agreement terminates for lack of activity or failure to complete the Project by the MUNICIPALITY or due to the MUNICIPALITY's failure to reimburse the DEPARTMENT pursuant to this Agreement, as provided in Paragraph 22 of the Agreement, after any utility has been authorized to proceed with its relocation work, the MUNICIPALITY, at its sole cost and expense, shall reimburse the utility for its actual and related indirect costs of work completed at the time of termination, plus any additional expenses incurred by the utility in restoring its system to normal operation conditions.

**C. APPLICATION TO PENNSYLVANIA PUBLIC UTILITY COMMISSION**

The DEPARTMENT, in the name of and on behalf of the MUNICIPALITY, shall, as necessary, prepare such application to the Pennsylvania Public Utility Commission ("PUC") as required for the construction and completion of the Project and provide it to the MUNICIPALITY to submit to the PUC. If the Project is a rail-highway crossing bridge under the jurisdiction of the PUC, the DEPARTMENT and the MUNICIPALITY agree to the following:

(1) The DEPARTMENT shall apply any costs contributed voluntarily by a railroad, or allocated to the railroad by the PUC, to help defray the cost of the Project to the MUNICIPALITY's share of the Project cost. If the railroad share exceeds the MUNICIPALITY's share, the excess shall be applied first to the DEPARTMENT's share,

if any, and second to the remaining portion of the Project costs.

(2) If the PUC allocates costs to a railroad, and the railroad does not voluntarily agree to contribute the costs allocated to it by the PUC, these costs shall be shared as specified in Paragraphs 9 and 10 of this Agreement.

(3) If the PUC allocates costs to the DEPARTMENT in excess of the DEPARTMENT's share or the remaining part of the Project costs identified in subparagraph (1) above, the MUNICIPALITY agrees to pay these excess costs.

#### **D. RIGHT-OF-WAY ACQUISITION**

(1) The MUNICIPALITY shall, if necessary, adopt an ordinance authorizing the DEPARTMENT to acquire any needed property sufficient to complete the Project on the MUNICIPALITY's behalf. Such ordinance shall be passed within 90 days of execution of this Agreement.

(2) The DEPARTMENT certifies that, as delegated to the DEPARTMENT by the MUNICIPALITY pursuant to ordinance, the DEPARTMENT shall acquire all right-of-way necessary to construct the Project in accordance with all of the applicable state laws, policies and procedures pertinent to right-of-way acquisition; the most current version of DEPARTMENT Publication No. 378, *Right of Way Manual*. The cost of such right-of way shall be an eligible Project cost.

#### **E. RAILROAD CONSIDERATIONS**

The DEPARTMENT shall furnish Project plans to any railroads known to have facilities within the Project limits.

(1) The DEPARTMENT shall coordinate with the railroad(s) to determine railroad design criteria, arrange for protective services as needed and determine levels of insurance that will be required for the completion of the Project.

(2) The DEPARTMENT shall coordinate with the railroad(s) to ensure that DEPARTMENT forms D-4279 and D-4279A are completed by the railroad(s) and returned to the DEPARTMENT.

(3) The DEPARTMENT shall include all railroad special provisions, including, but not limited to, insurance requirements, right-of-entry requirements and private crossing requirements, in the Project bid package.

(4) If there are railroad costs that are Project eligible, they shall be addressed through either a letter of amendment or a letter of adjustment, as provided in Paragraph 4 of the Agreement.

(5) The DEPARTMENT, after review and approval of the cost estimates and documentation, shall draft the necessary reimbursement agreement to be entered into between the MUNICIPALITY and the railroad and will forward the agreement to the MUNICIPALITY for execution. A copy of the executed agreement shall be returned to the DEPARTMENT.

SAMPLE LETTER OF AMENDMENT

Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text. PA Click or tap here to enter text.

Re: Click or tap here to enter text.  
Click or tap here to enter text.

Dear Local Project Sponsor(s):

Per the terms of the subject agreement, the Department is willing to amend the terms by increasing the total project costs from Click or tap here to enter text. to Click or tap here to enter text., as shown in the attached Exhibit "Click or tap here to enter text." This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the above-referenced agreement. If you agree to the amendment, please indicate below by signing and noting your title where indicated. Please attach a resolution verifying your authorization to sign this letter of amendment.

*IF APPLICABLE: Since the date of the Original Agreement, some standard provisions and accompanying exhibits have been updated; copies of these updated Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit attached to the Original Agreement.*

Your response is required no later than Click or tap here to enter text..

On behalf of the above-named Local Project Sponsor, I agree to the amendment of the above- referenced agreement. I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until the Office of Comptroller Operations signs and dates this letter of amendment. The Department will forward a copy of the fully executed letter of amendment for your files.

Sincerely,

\_\_\_\_\_  
Project Manager

**Approved for Form and Legality:**

\_\_\_\_\_  
(Asst.) District Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Comptroller Signature

\_\_\_\_\_  
Date

Reimbursement Amendment No. [Click or tap here to enter text.](#) is split [Click or tap here to enter text.](#), expenditure amount of [Click or tap here to enter text.](#) for federal funds and [Click or tap here to enter text.](#), expenditure amount of [Click or tap here to enter text.](#) for state funds. The related federal assistance program name and number is [Click or tap here to enter text.](#); [Click or tap here to enter text.](#). The state assistance program name and number is [Click or tap here to enter text.](#); [Click or tap here to enter text.](#).

SAMPLE LETTER OF ADJUSTMENT

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text. PA Click or tap here to enter text.

Re: Click or tap here to enter text.
Click or tap here to enter text.

Dear Local Project Sponsor(s):

Per the terms of the subject agreement, the Department will redistribute the costs in the current Estimated Project Cost Exhibit, with no change in the total Project costs, by increasing/decreasing the costs of the phases within the project as shown below and as further detailed in the attached Exhibit "Click or tap here to enter text.", which replaces the current exhibit.

Table with 3 columns: Phase Name, Current Total Phase Costs, New Total Phase Costs. Rows include Preliminary Engineering, Final Design, Utilities, Right-of-Way, Construction, and TOTAL PROJECT COST.

All terms and conditions about the agreement and its amendments (if any) not affected by this letter of adjustment remain in full force and effect.

If you have any concerns about the redistribution of costs, please contact us within ten (10) days of this notice; otherwise, the redistribution will be processed as detailed above.

This letter of adjustment is not effective until the Office of Comptroller Operations signs and dates this letter of adjustment. The Department will forward a copy of the fully executed letter of adjustment for your files.

Sincerely,

Project Manager signature line
BY (Asst.) District Executive signature line
Date
Comptroller Signature signature line
Date

Reimbursement Amendment No. Click or tap here to enter text. is split Click or tap here to enter text., expenditure amount of Click or tap here to enter text. for federal funds and Click or tap here to enter text., expenditure amount of Click or tap here to enter text. for state funds. The related federal assistance program name and number is Click or tap here to enter text.; Click or tap here to enter text.. The state assistance program name and number is Click or tap here to enter text.; Click or tap here to enter text..

EXHIBIT \_\_

## **PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE**

*(some items applicable depending on funding source –  
please check with District for your particular project)*

### **A. Plans and Estimates**

Title Sheet Mylar or Vellum (for signatures)  
All Original Plan Sheets  
Engineer's Estimate (D-407)  
Federal Estimate  
Trainee Calculation

### **B. Bid Proposal and Specifications (to prospective bidders) Standard Proposal/Contract Documents**

Signatures with certifications or anticollusion affidavits  
Bid items with work class codes

### **C. Special Provisions**

Pre-Bid Conference  
Award of Contract  
Anticipated Notice to Proceed Date  
Minority Business Enterprise Program  
Equal Employment Opportunity Reporting Requirements  
Affirmative Action Requirements Equal Employment Opportunity  
Sworn Affidavit  
Utilities  
Specifications  
General Contract Conditions  
Governing Specifications for state funded projects  
Public Works

### **D. Attachments**

D-476—Distribution of Contract Time  
Notice  
Prevailing Minimum Wage, if applicable  
PR-47 (only required for projects over \$500,000)  
F.A.R.—C.A. Required Contract Provisions Federal-Aid Construction Contracts  
Notice to Prospective Federal-Aid Construction Contractor  
Special Supplement—Anti-Pollution Measures

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

#### EXHIBIT

**FEDERAL NONDISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES  
(All Federal Aid Contracts)\* (1-76)**

**Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

1. **Employment Practices:** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor 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 by the State highway department advising the said labor union or workers' representative of the contractors commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
  - e. The contractor 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 Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - f. In the event of the contractor'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 part and the contractor 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.
  - g. The contractor will include the provisions of Section 2 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 contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department or enter into such litigation to protect the interest of the State, and , in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

\*Not to be used if otherwise included in Construction or Appalachian Contract Provision

## CONTRACTOR INTEGRITY PROVISIONS

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#) , the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

## EXHIBIT

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

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

#### EXHIBIT

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

## EXHIBIT

**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

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

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

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

EXHIBIT

## **Contractor Responsibility Provisions**

**(December 2020)**

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

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.



### **Contract Provisions – Right to Know Law**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

# Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

The terms "subrecipient, subgrantee and subawardee" used in the following pages and the agreement to which this document is attached shall mean the party that is the recipient of federal funds under the agreement to which this document is attached.

## 1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM ([www.SAM.gov](http://www.SAM.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

## 2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

## 3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**—

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal awards; and
  - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

Exhibit \_\_\_\_

2/23/2022

## Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM ([www.SAM.gov](http://www.SAM.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**-
  1. the entity in the preceding fiscal year received—
    - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
    - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
  2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.

Exhibit \_\_\_\_

2/23/2022

# Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

## UEI

UEI:

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM ([www.SAM.gov](http://www.SAM.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.]

## PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

## COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box  
Subrecipient affirms they do not  
meet the conditions for reporting  
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if** --

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
  - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

Exhibit \_\_\_\_

**LOBBYING CERTIFICATION FORM**

*(applies only if Agreement is Federally Funded)*

*[Exhibit needs to be printed, completed offline, and then scanned and attached]*

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit

**Enclosure 1 to Management Directive 305.16 Amended**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## **AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH**

The [NAME OF SUBRECIPIENT] must comply with all federal and state audit requirements including: *The Single Audit Act Amendments of 1996; 2 CFR Part 200 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 [NAME OF SUBRECIPIENT] is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the [NAME OF SUBRECIPIENT] is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If *the [NAME OF SUBRECIPIENT] expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).*

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F - Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

## **ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE.**

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

## **SUBMISSION OF THE AUDIT REPORT**

The [NAME OF SUBRECIPIENT] must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

## **SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION**

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account [RA-BOASingleAudit@pa.gov](mailto:RA-BOASingleAudit@pa.gov).

## **AUDIT OVERSIGHT PROVISIONS.**

The [NAME OF SUBRECIPIENT] is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

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 [NAME OF SUBRECIPIENT]'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 [NAME OF SUBRECIPIENT].

Audit documentation and audit reports must be retained by the [NAME OF SUBRECIPIENT]'s auditor for a minimum of five years from the date of issuance of the audit report, unless the [NAME OF SUBRECIPIENT]'s auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

**Disadvantaged Business Enterprise & Small Business Concern Involvement**

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises and small business concerns to compete for work. Small business concerns are those entities seeking to participate in Commonwealth contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business regulations implementing it at 13 C.F.R. Part 121. Contractors are encouraged to involve Disadvantaged Business Enterprises and small business concerns in the required work and to submit documentation of any such involvement in the proposal/project.

## APPENDIX C DESIGNATED SPECIAL PROVISION 7 (DSP7)

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS For Federally-Funded Construction Projects

NOTE: Requires special provision for participation DBE goal percentage.

#### I. DBE GOAL—

The Department has established, in connection with this contract, a DBE goal as specified in the proposal of the original contract amount for the utilization of firms owned and controlled by socially and economically disadvantaged individuals certified as DBEs. If the DBE goal is zero, make an effort to identify and use DBEs. This DBE goal remains in effect for the life of the project.

Include the following provisions (paragraphs a through d) in every subcontract, so that such provisions will be binding not only upon the prime contractor but also upon each subcontractor, supplier, service provider or consultant.

- (a) **Policy for Federally-Funded Projects.** It is the policy of the U.S. Department of Transportation (DOT) and the Department that DBEs, as defined in 49 CFR Part 26, as amended, (Part 26) and this specification, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of Part 26, as amended, apply to this contract.
- (b) **DBE Obligation.** Take all necessary and reasonable steps to ensure that all DBEs have the opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of PennDOT and DOT-assisted contracts.
- (c) **Failure to Comply with DBE Requirements.** Failure to carry out the requirements as specified constitutes a breach of contract and may result in termination of the contract, being barred from bidding on Department contracts for up to three (3) years, withholding progress payments, assessing sanctions, assessing liquidated damages, or any other remedy that the Department deems appropriate. Failure to comply with DBE requirements may include, but is not limited to, failure to submit DBE Minority Participation and Commitment within the time period specified, failure to exert a reasonable Good Faith Effort to meet the established DBE goal, or failure to realize the approved DBE participation level set forth may result in the bidder being declared ineligible for the contract.
- (d) **Small Business Enterprise (SBE) Participation.** Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract. There is no SBE goal.

#### II. DEFINITIONS—

The following definitions apply for terms used in this specification:

- (a) **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
  1. An entity certified by the Pennsylvania Unified Certification Program (PAUCP) as listed on [www.paucp.com](http://www.paucp.com).
  2. That meets the ownership and control requirements of the DBE certification program.
  3. That meets the Personal Net Worth requirements of the DBE certification program.
- (b) **Small Business Enterprise (SBE).** A for-profit small business concern:
  1. An entity certified by the PennDOT as listed on [www.dotsbe.pa.gov](http://www.dotsbe.pa.gov).
  2. That meets the ownership and control requirements of the Small Business Element (SBE) certification

- program.
3. That meets the Personal Net Worth requirements of the SBE certification program.
- (c) **Commercially Useful Function.** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.
  - (d) **Interdisciplinary Review Team (IRT).** A team of three representing both the Bureau of Equal Opportunity and the Bureau of Project Delivery (Contract Management Section) that performs the initial review of the Good Faith Effort documentation and makes the recommendation to the Director.
  - (e) **Committee.** The Good Faith Effort Review Committee.
  - (f) **Days.** Calendar days. In computing any period of time described in this specification, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or state holiday, the period extends to the next day that is not a Saturday, Sunday, or state holiday. Similarly, in circumstances where the PennDOT offices are closed for all or part of the last day, the period extends to the next day on which the PennDOT offices are open.
  - (g) **Director.** Director, Bureau of Equal Opportunity.
  - (h) **DBE Participation.** Minority Participation and Commitment that is accessed by the Department's ECMS website ([www.dot14.state.pa.us/ECMS](http://www.dot14.state.pa.us/ECMS)).
  - (i) **Revised DBE Participation.** Minority Participation and Commitment that is accessed by the Department's ECMS website which includes new DBE firm(s) as well as those not affected by the revision.
  - (j) **Supplier.** A manufacturer, regular dealer, or transaction expeditor/broker.
    1. **Manufacturer.** A DBE/SBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
    2. **Regular Dealer.** A DBE/SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Whether a DBE/SBE firm meets the criteria for being treated as a regular dealer is a contract-by-contract determination to be made by the Department.
    3. **Transaction Expeditor/Broker.** A DBE/SBE packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipments.
  - (k) **Service Provider.** A DBE/SBE that performs work that does not have a prequalification requirement on a project.
  - (l) **Shortfall.** The difference between the dollar amount on the approved DBE commitment in ECMS and the amount of payments to the approved DBE entities as listed in ECMS.

**III. COUNTING PARTICIPATION—****COUNTING DBE PARTICIPATION TOWARD THE DBE GOAL**

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

Count DBE participation toward meeting the DBE goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time that submission of DBE Minority Participation and Commitment documents are due, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

**(a) Construction.**

1. **Prime Contractor.** The Department requires that all prime contractors including DBE prime contractors perform at least 50% of the work on a Department project. A DBE prime contractor will receive credit for all work performed with its own forces. The Department strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.
2. **Subcontractor.** When a DBE participates in a contract directly as a subcontractor or as a second-tier or lower-tier subcontractor, count only the value of the work actually performed by the DBE.

Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count.

Count expenditures to a DBE contractor only if the DBE is performing a CUF on that contract.

Count expenditures to a DBE only if the DBE is certified at the time the Subcontractor Request has been approved.

**(b) Materials and Supplies.**

1. **DBE Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.
2. **DBE Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies. There is no North American Industry Classification System (NAICS) code for regular dealer.
3. **DBE Transaction Expeditor/Broker.** If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.

- (c) **Service Providers.** Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance the contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

- (d) **Trucking Firms.** Count 100% of trucking costs using the following factors to determine what can be counted:
1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.
  3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
  5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE firm and the DBE operates these leased trucks (with its own forces), count the total value of the transportation services the lessee non-DBE provides on the contract. If the DBE leases trucks from a non-DBE owner-operator, count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee (non-DBE owner-operator), since these services are not provided by a DBE.
  6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (e) **Specialty Items.** In cases where specialty items and DBE involvement overlap, follow the requirements specified in Section 108.01(c).

#### COUNTING SBE PARTICIPATION

- (a) Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract.
- (b) There is no SBE goal.
- (c) Count SBE participation the same as DBE participation.

#### IV. ACTIONS REQUIRED BY THE DBE AT THE BIDDING STAGE AND PRIOR TO AWARD FOR PROJECTS WITH A DBE GOAL—

Include the applicable North American Industry Classification System (NAICS) code(s) for each type of work that the DBE firms quotes and intends to perform on the contract.

#### V. ACTIONS REQUIRED BY BIDDERS AT THE BIDDING STAGE AND PRIOR TO AWARD FOR PROJECTS WITH A DBE GOAL—

- (a) **Submission Preparation.** All bidders are obligated to obtain and to provide all applicable NAICS codes for each proposed DBE and type of work that it will perform on the contract.
- (b) **Submission Requirements.** When the DBE goal established by the Department is met or exceeded, the

bidders are required to electronically submit evidence of such commitments, by accessing the Department’s ECMS website to complete and submit the DBE Minority Participation and Commitment including DBE acknowledgement by 3:00 P.M. prevailing local time within five (5) calendar days after the bid opening. The DBE Minority Participation and Commitment Detail Screen must include the applicable NAICS code(s) for each proposed DBE and type of work that it will perform on the contract. If the DBE Minority Participation and Commitment Detail Screen is not sufficient to provide all DBE NAICS information, email the remaining DBE NAICS information to [minorityparticipation@pa.gov](mailto:minorityparticipation@pa.gov) or fax the remaining DBE NAICS information to (717) 705-1504 so that it is received by the time specified below for consideration. DBE Minority Participation and Commitment Screen completed in ECMS regarding commitments to certified DBEs will become part of the contract. When the fifth (5<sup>th</sup>) calendar day after the bid opening falls on a day that the PennDOT offices are closed, submit the DBE Minority Participation and Commitment by 3:00 P.M. prevailing local time on the next business day. If assistance with the DBE submission is needed, contact the ECMS Help Desk at 855-783-8330 or at 717-783-8330. ECMS Help Desk assistance is available 24 hours a day, 7 days a week.

When the DBE goal established by the Department is not met (the Department will not round up), demonstrate a Good Faith Effort (GFE) to meet the contract DBE goal. Demonstrate that the efforts made were those that a bidder seeking to meet the DBE goal established by the Department would make, given all relevant circumstances. Email the GFE documentation to [minorityparticipation@pa.gov](mailto:minorityparticipation@pa.gov) or upload or fax to (717) 705-1504 so that it is received by the time specified above for consideration. All submissions must include, as a part of the GFE documentation, copies of each DBE and non-DBE subcontractor quote when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract due to the apparent low bidders’ determination that the DBE’s quote was too high or unreasonable. Also, indicate on the DBE Minority Participation and Commitment screen that the Good Faith Effort is being submitted for consideration.

Failure to electronically submit the DBE Minority Participation and Commitment Screen including DBE acknowledgement completed in ECMS or upload or email or fax any applicable GFE documentation for consideration within five (5) calendar days of the bid opening by the 3:00 P.M. deadline will result in the rejection of the bid.

(c) **Good Faith Effort Requirements.** The demonstration of GFEs is accomplished by seeking out DBE participation in the project given all relevant circumstances. The following illustrate the types of efforts that may be taken, but they are not deemed to be exclusive or exhaustive (for more guidance on GFE requirements, refer to 49 CFR Part 26 Appendix C). The Director and/or Committee will consider other factors and types of efforts that may be relevant:

- Efforts made to conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means (e.g., use of the DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder should provide written notification, at least 15 calendar days before the bid opening, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers



of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract DBE goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own work force does not relieve the bidder of the responsibility to make a GFE. Bidders are not, however, required to accept quotes from DBEs if the price difference is too high or unreasonable.

- Bidder's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract DBE goal. Another practice considered an inadequate GFE is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy the contract DBE goal.
- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Efforts to effectively use the services of the Department's DBE Supportive Services Center; services of the Department's SBE Supportive Services Center; services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

## VI. ACTIONS TO BE TAKEN BY THE DEPARTMENT BEFORE AWARD—

- (a) **Approval.** If the apparent low bidder submits the DBE Minority Participation and Commitment by the deadline and meets the contract DBE goal and all other contract requirements, the Department will approve the submission.
- (b) **Conditional Approval.** The Department will issue a conditional approval of the DBE Minority Participation and Commitment to the apparent low bidder if (1) any DBE listed on the DBE Minority Participation and Commitment is not prequalified, if required, at the time the Department desires to award the contract or (2) the distinction between regular dealer and transaction expeditor/broker is unclear.
- (c) **Good Faith Effort Review.** If the apparent low bidder submits the DBE submission by the deadline but fails to meet the contract DBE goal and requests a GFE review, the Department will review the GFE documentation. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
1. IRT reviews and makes a recommendation to the Director.
  2. The Director either
    - a. Approves recommendation that the GFE was met and the DBE Minority Participation and Commitment will be approved, or
    - b. Recommends that the Committee make a determination.
  3. If forwarded to them, the Committee meets and makes the final determination. If the Committee

determines that the apparent low bidder met the GFE, the DBE Minority Participation and Commitment will be approved. If the Committee determines that the apparent low bidder has failed to make a GFE, the bid will be rejected and the apparent low bidder will be notified of the rejection.

## VII. ACTION TO BE TAKEN BY THE DEPARTMENT DURING CONSTRUCTION—

To ensure that all obligations awarded to DBEs under this contract are met, the Department will review the Contractor's DBE involvement efforts during the performance of the project whether or not the DBE is listed on the approved DBE Minority Participation and Commitment. The review will include a CUF review and analysis.

**Sanctions.** Upon completion of the work the Department will review the actual DBE participation and make a determination regarding the Contractor's compliance with the applicable requirements. Sanctions may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

## VIII. ACTIONS REQUIRED BY THE CONTRACTOR DURING CONSTRUCTION—

- (a) **DBE Participation.** Must continue to make GFEs for the life of the project. When DBE Minority Participation and Commitment is approved with a DBE participation less than the contract DBE goal, continue GFE toward meeting the contract DBE goal. Ensure that the Commitment is attained. Proof of attainment is provided by payments to DBEs and documented in ECMS.
- (b) **DBE Subcontractor Approval.** Firms listed on DBE Minority Participation and Commitment are not to commence work until they are approved.

All firms listed on the approved DBE Minority Participation and Commitment, including those business types other than subcontractor (i.e. dealers, truckers, service providers), must be submitted for subcontractor approval after the contract is executed and approved before DBEs actual performance of work. The subcontractor request must be equal to or greater than the committed amount. Submit for subcontractor approval any other DBE whether or not they are listed on the approved DBE Minority Participation and Commitment. When submitting request for subcontractor approval, attach a copy of the DBE subcontract or agreement or:

- A copy of the executed signature page,
  - A copy of the description of the scope of work, and
  - A copy of the unit prices as they appear in the DBE's subcontract or agreement.
- (c) **Conditional Approval Resolution.** Continually monitor conditional approval of DBE subcontractors. Examples of these conditional approvals may include prequalification requirements and distinction between dealer and broker.
  - (d) **Substitution.** Obtain written approval from the Department before substituting an approved DBE subcontractor or making any change to the DBE participation listed on the approved DBE Minority Participation and Commitment. Immediately request substitution authorization from the District in writing. The request must include documentation supporting the substitution and written agreement from the DBE to the change. Include proof that a certified letter giving the DBE five (5) days to respond with acceptance or to notify the Department of non-acceptance. Demonstrate that every effort has been made to allow the DBE to perform. The District will contact the Bureau of Project Delivery, Contract Awards.

A prime contractor may not self-perform any work committed to a DBE without prior written approval from the Department. Any work committed to a DBE that is instead self-performed by a prime contractor without obtaining prior written approval from the Department will result in non-payment for the specified work. The

Department may also seek additional remedies as stated in Part I(c) - Failure to Comply with DBE Requirements.

1. If the DBE agrees to be removed by the Contractor and the Department approves, document the following procedures:
  - Make a GFE in accordance with V.(b) to subcontract the work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall. A prime contractor's inability to find a replacement DBE at the contract price is not, in and of itself, adequate to support a finding that GFEs have been made to replace the original DBE. The fact that the prime contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the prime contractor of the obligation to make GFEs to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
  - When the substitution results in meeting the DBE goal, complete a revised DBE Minority Participation and Commitment with DBE acknowledgement and/or a revised subcontractor approval request within five (5) days of a revision being opened in ECMS. If the DBE performed on the project, the Revised DBE Minority Participation and Commitment and/or subcontractor approval request should include the total amount paid to the DBE before the DBE substitution.
  - When the substitution does not result in meeting the DBE goal, complete a revised DBE Minority Participation and Commitment with DBE acknowledgement and/or a revised subcontractor approval request within five (5) days of a revision being opened in ECMS and provide additional GFE documentation, including (1) a statement of efforts made to negotiate with DBEs for specific work or supplies, including the names, addresses, telephone numbers, and emails of those DBEs that were contacted; (2) the time and date each DBE was contacted; (3) a description of the information provided to DBEs regarding plans and specifications for portions of the work to be performed or the materials supplied; and (4) an explanation of why an agreement between the prime contractor and DBE was not reached. If the DBE performed on the project, the Revised DBE Minority Participation and Commitment and/or subcontractor approval request should include the total amount paid to the DBE before the DBE substitution.

**Good Faith Effort Review.** The Department will review the GFE documentation for substitution. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:

- a. Contract Awards reviews and, if acceptable, approves the GFE and DBE revision or recommends that the IRT made the determination.
- b. The IRT either
  - Approves recommendation that the GFE was met and the Minority Participations substitution will be approved, or
  - Disapproves the GFE resulting in a shortfall requiring the contractor to continue GFEs.
- c. If forwarded to them, the IRT makes a final determination.

Do not perform any of the DBE work included in the substitution request without prior approval from the Department.

If the projected DBE participation on an approved DBE Minority Participation and Commitment meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. A Revised DBE Minority Participation and Commitment and/or subcontractor approval request must be submitted to reflect the decreased dollar amount.

2. If the arrangement to be replaced is not agreeable between the Contractor and the DBE, the following procedures are required:
- Until a determination is made, do not perform the DBE work without prior approval.
  - The IRT will review and make a determination and the District will notify both the Contractor and the DBE.
  - The Contractor or the DBE may request a meeting with the Department by contacting the District Office.
- (e) **SBE Participation.** SBE Firms are not to commence work until they are approved. The SBE, including those business types other than subcontractor (i.e. supplier, trucking, service provider), must be submitted for subcontractor approval after the contract is executed and approved before the SBEs actual performance of work.
- (f) **Additional Work.** When additional work is required for any classification of work which is identified on the DBE Minority Participation and Commitment to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that it cannot perform the work due to its own limitations.
- (g) **Progress Payments.** Make payments in accordance with Section 110.05. Enter DBE and SBE progress payments into ECMS monthly. Bring to the attention of the Department, in writing, any situation in which regularly scheduled progress payments are not made to DBE/SBE subcontractors, suppliers, service provider or consultant.
- (h) **Records and Reports.** Keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:
- The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
  - The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on this project.
  - Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs and SBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE and SBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Enter the payment information in ECMS “DBE Payments” within 5 business days after the end of the month and include the following:
  - The number of contracts awarded to DBEs and SBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.
  - The amount paid to each DBE and SBE during the month and the amount paid to date. If no payments are made to a DBE/SBE during the month, enter a zero (\$0.00) payment.
  - Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's and SBEs work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records for a period of three (3) years following acceptance of final payment. Make these records available for inspection by the Department and FHWA.

If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material to the Inspector-in-Charge on a monthly basis.

January 2, 2002

**DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS  
– Prequalification Exempt**

**1. POLICY**

- A. The Pennsylvania Department of Transportation (PennDOT) does not discriminate on the basis of race, color, national origin or sex. It is the policy of PennDOT and the United States Department of Transportation that Disadvantaged Business Enterprises (DBEs) be given the opportunity to participate in the performance of contracts financed, in whole or in part, with federal funds.
- B. The requirement of 49 CFR 26 apply to this contract.
- C. Only DBE firms certified by PennDOT count toward the DBE Goal.

**2. DEFINITIONS**

- A. Disadvantaged Business Enterprise or DBE means a for-profit small business concern:
  - 1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
  - 2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
  - 1) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    - ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the

Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi) Women;

vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

2) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.

**D.** DBE Goal means the amount of DBE participation stated by PennDOT in the proposal. This DBE Goal is stated in terms of total project cost and is based on the project's potential for subcontracted work and the availability of DBEs to perform such subcontract work.

**E.** Certified DBE means those firms certified by PennDOT's Bureau of Equal Opportunity. Refer to PennDOT's Disadvantaged Business Enterprise Directory. For information regarding DBE Certification, please see our web site at [www.dot.state.pa.us](http://www.dot.state.pa.us) or contact the Bureau's DBE Division at 1-800-468-4201 or (717) 787-5891.

### **3. FAILURE TO COMPLY WITH DBE REQUIREMENTS**

**A.** Failure of a bidder to meet the DBE Goal and failure to provide a verifiable "good faith effort" in a response to the proposal will result in rejection of the bid. Furthermore, if PennDOT does not approve the "good faith effort", the bid will be rejected.

**B.** Failure by a prime contractor and subcontractors to carry out the DBE requirements constitutes a breach of contract and may result in termination of the contract or action as appropriate.

**C.** Upon completion of the project, PennDOT will review the actual DBE expenditures to determine compliance with the DBE Goal. If the DBE Goal is not met, written explanation from the contractor will be reviewed by PennDOT. If the shortfall in meeting the DBE Goal is determined to be unjustified and unwarranted, PennDOT may impose sanction as appropriate.

**D.** Failure to comply with any DBE requirements may result in termination of the contract, being barred from bidding on PennDOT contracts for up to three years, or any other remedy, as PennDOT deems appropriate.

### **4. PROCEDURES**

**A.** In response to the proposal, the bidder must make a "good faith effort" to subcontract a portion of the project work to a certified DBEs. This portion should be equal to or greater than the DBE Goal stated in the proposal. Efforts to subcontract work include but are not limited to:

- 1) Efforts made to solicit through all reasonable and available means (e.g. use of the DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must provide written notification, at least 15 calendar days prior to the bid due date, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- 2) Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- 3) Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 4) Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE Goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own work force does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 5) Failure to accept DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the DBE Goal.
- 6) Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- 7) Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 8) Efforts to effectively use the Department's DBE Supportive Services Contractors, services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance



- offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- B.** The bidder is prohibited from requiring any DBE to agree not to provide subcontracted effort to other bidders.
- C.** The bidder must submit Form(s) EO-380 meeting the DBE Goal, indicating the name of the DBE(s), contact person, phone number, PennDOT DBE Certification Number, expiration date, and a narrative description of the service to be provided by the DBE(s) with the bid. Failure to submit Form EO-380 with the bid will result in the rejection of the bid.
- D.** If a DBE cannot be located or if the percent of bid allocated to the DBE(s) is less than the DBE Goal, the bidder must provide a “good faith effort” in as mentioned Section 4-A, with the bid. Failure to submit the “good faith effort”, if required, will result in the rejection of the bid. The “good faith effort” must explain and document the effort made by the bidder to obtain DBE participation. Documentation must be verifiable and must include:
- 1) The names, addresses and phone numbers of DBEs, DBE assistance agencies and general circulation media who were contacted, the dates of initial contact and the follow-up efforts made by the prime contractor;
  - 2) A description of the information provided to the DBE, DBE assistance agency or general circulation media to define the work to be performed;
  - 3) Documentation of the reasons why any DBE contacted would not agree to participate.
- E.** If the low bid contains a “good faith effort” because the low bidder failed to meet the established DBE Goal, PennDOT will review the “good faith effort” provided. If the “good faith effort” is deemed to be satisfactory, the “good faith effort” will be approved. In such a case the contractor shall continue a “good faith effort” throughout the life of the contract to increase the DBE participation to meet the contract DBE Goal. If PennDOT cannot accept the “good faith effort” submitted by the low bidder, the bid will be considered non-responsive and PennDOT will notify the low bidder that the bid is rejected.
- F.** Any low bid that does not meet the DBE Goal and does not provide a “good faith effort” which identified DBEs, DBE referral/assistance agencies and others, who were contacted, will be rejected without review. Use of a DBE certified by others and not by PennDOT, use of a DBE whose certification has expired or cannot be confirmed by PennDOT’s Bureau of Equal Opportunity, or statements that the DBE Goal will be met after a contractor is awarded a contract are unacceptable and will result in rejection of bid.
- G.** The prime contractor shall include the Disadvantaged Business Enterprise Requirements in all subcontracts. Subcontractors must conform to the intent of these requirements.
- H.** If it becomes necessary to replace a DBE subcontractor during the contract, make a “good faith effort” to re-contract the same or other work with another certified DBE firm. Such an effort must include:
- 1) Alert PennDOT immediately and document the problem in writing;

- 2) Contact available DBE referral sources and individual qualified DBEs in an effort to re-contract work to fulfill the DBE Goal stated in the proposal; and
  - 3) Provide PennDOT with a revised form(s) EO-380 and additional “good faith effort” information if the original DBE Goal is not met, by the close of business of the 7<sup>th</sup> calendar day of PennDOT’s receipt of written notice of the need to replace a DBE.
- I.** Inform PennDOT, in writing, of any situation in which payments are not made to the DBE Subcontractor as required by the subcontract.
- J.** Keep records necessary for compliance with DBE utilization obligations by indicating:
- 1) The number of DBE and non-DBE subcontractors and the type of work, materials or services performed in the project;
  - 2) Efforts to secure DBE firms and individual whenever a subcontractor is contemplated during a contact;
  - 3) Documentation of all communication to obtain the services of DBEs on a project;
  - 4) The amounts paid to DBEs by invoice period.
- K.** Upon completion of a DBE’s work, the prime contractor must submit a certification of the actual amount paid to the DBE. If the actual amount paid is less than the amount of the subcontract, an explanation is required and subject to the review and action of PennDOT.

## **5. COUNTING DBE PARTICIPATION**

- A.** If the contractor submitting the bid and serving as prime contractor is a certified DBE, count the dollar amount of the work to be performed by the DBE toward the DBE Goal.
- B.** If the materials or supplies are purchased from a DBE supplier performing as regular dealer, count 60 percent of the cost of the materials or supplies toward DBE Goal. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- C.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE Goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- D.** Count toward the DBE Goal 100% of expenditures of DBE services including professional, technical consultant or managerial services. Count fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract.
- E.** Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (6) For purposes of this paragraph (E), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE
- F.** Any services to be performed by a DBE are required to be project related. The use of DBEs is in addition to all other equal opportunity requirements of the contract.

**DBE Special Requirements - Engineering**

The engineer shall attain the Disadvantaged Business Enterprise goal that applies to the total cost of the agreement and all supplements thereto, or in the alternative a showing of good faith effort by the engineer shall be made. Documentation of good faith effort shall be made by the engineer and subject to the concurrence of the Department.

The following is a list of types of actions that should be considered as part of the engineer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The engineer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The engineer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the engineer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A engineer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a engineer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime to perform the work of a contract with its own organization does not relieve the engineer of the responsibility to make good faith efforts. Primes are not, however, required

Applies only if Agreement is federally-funded

to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the firm's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or firm.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**The United States Department of Transportation (USDOT)**  
**Standard Title VI/Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

The Subrecipient (herein referred to as the “Recipient”), **hereby agrees that**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA’s Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Pennsylvania, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally-assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.

A

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Commonwealth of Pennsylvania, Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with the Legislative Authority applicable under this Agreement, the Regulations for the Administration of the federally-assisted program, and the policies and procedures prescribed by the U.S. Department of Transportation's its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Commonwealth of Pennsylvania, Department of Transportation, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the Commonwealth of Pennsylvania, Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the the Commonwealth of Pennsylvania, Department of Transportation, its successors and assigns.

The the Commonwealth of Pennsylvania, Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Commonwealth of Pennsylvania, Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be

B

amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

B

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

C

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

D

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E

RIGHT-OF-WAY ACQUISITION BY MUNICIPALITY—NON-FEDERAL

- a. The MUNICIPALITY, by gift, agreement, purchase, condemnation or any combination of these methods, shall acquire all necessary right-of-way for this Project.
- b. The MUNICIPALITY shall strictly comply with all federal and state right-of-way acquisition laws and policies that are applicable to the acquisition of right-of-way by the MUNICIPALITY, including, but not limited to, the most current version of DEPARTMENT Publication No. Publication No. 740, *Local Project Delivery Manual*.
- c. The MUNICIPALITY, subject to the supervision of the DEPARTMENT, shall be responsible for all negotiations, defense of all claims, and initial payment of all property damages resulting from the acquisition, condemnation or both, of right-of-way for this Project. These acquisition costs shall include, but are not limited to:
  - (1) Payment of claims of the affected property owners;
  - (2) Photographic, appraisal and engineering services;
  - (3) Title reports;
  - (4) Reasonable counsel fees and reasonable expert witness fees required for the adjudication of all property damage claims;
  - (5) Transcripts of testimony before a board of view; and
  - (6) All recording costs, including printing costs, in case of appeal to an appellate court.
- d. The DEPARTMENT, with funds made available under Act 235 of 1982, as amended, and (if applicable) Act 26 of 1991, as amended, shall reimburse the MUNICIPALITY for the DEPARTMENT's share of the right-of-way costs incurred by the MUNICIPALITY as provided in PAYMENT PROCEDURES Paragraph of this Agreement.
- e. The DEPARTMENT shall not reimburse the MUNICIPALITY for:
  - (1) Right-of-way administrative costs; or
  - (2) Any items that are not compensable:
    - (i) Under the Eminent Domain Code of 1964, Act of June 22, 1964, P.L. 84, as amended; or
    - (ii) Pursuant to appellate court order or agreement between the DEPARTMENT and the MUNICIPALITY.



- f. The terms, “right-of-way costs” and “other property damages,” as used in this Agreement, shall include, but are not limited to:
- (1) Consequential damages;
  - (2) Damages from de facto or inverse takings;
  - (3) Special damages for displacement;
  - (4) Damages for the preemption, destruction, alteration, blocking and diversion of drainage facilities; and
  - (5) Any other damages that may be claimed or awarded under the applicable federal and state laws and policies referenced in Section a. above.
- g. Prior to advertisement for the receipt of bids, the MUNICIPALITY shall certify to the DEPARTMENT that all right-of-way required for this Project was acquired in accordance with all applicable federal and state laws and policies, including, but not limited to, the most current version of DEPARTMENT Publication No. Publication No. 740, *Local Project Delivery Manual*.

PROCEDURES FOR  
RIGHT-OF-WAY ACQUISITION BY MUNICIPALITY—FEDERAL-AID HIGHWAY  
PROJECTS

- a. The MUNICIPALITY shall acquire all necessary right-of-way for this Project by gift, agreement, purchase, condemnation, or any combination of these methods.
- b. The MUNICIPALITY shall strictly comply with all applicable right-of-way acquisition procedures set forth in the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the DEPARTMENT's Publication No. 740, *Local Project Delivery Manual*.
- c. The MUNICIPALITY, subject to the supervision of the DEPARTMENT, shall be responsible for all negotiations, defense of all claims, and initial payment of all property damages resulting from the acquisition, condemnation or both, of right-of-way for this Project. These acquisition costs shall include, but are not limited to:
  - (1) Payment of claims of the affected property owners;
  - (2) Photographic, appraisal and engineering services;
  - (3) Title reports;
  - (4) Counsel fees;
  - (5) Expert witness fees required for the adjudication of all property damage claims;
  - (6) Transcripts of testimony before a board of view; and
  - (7) All record costs, including printing costs, in case of appeal to an appellate court.
- d. The DEPARTMENT, with funds allocated to it by the FHWA, shall reimburse the MUNICIPALITY for the Federal share of the right-of-way costs incurred by the MUNICIPALITY as provided in the PAYMENT PROCEDURES Paragraph of this Agreement.
- e. The DEPARTMENT shall not reimburse the MUNICIPALITY for:
  - (1) Right-of-way administrative costs; or
  - (2) Any items that are not compensable:
    - (i) Under the Eminent Domain Code of 1964, Act of June 22, 1964, P.L. 84, as amended; or

- (ii) Pursuant to appellate court order or agreement between the DEPARTMENT and the MUNICIPALITY.
- f. Reimbursement by the DEPARTMENT to the MUNICIPALITY shall be further conditioned upon the following terms for determining an acquisition price for the property to be acquired:
- (1) If any parcel or property is to be acquired prior to a court of common pleas verdict, an agreement for acquisition shall be executed only after the MUNICIPALITY and the DEPARTMENT have agreed in writing on the acquisition price, including all items of damage.
  - (2) If the demands of time require (e.g., at a pretrial conference or at trial), the MUNICIPALITY and the DEPARTMENT may agree orally, provided that such agreement shall be confirmed in writing immediately thereafter.
  - (3) The acquisition price shall not exceed the amount of court verdict, plus applicable detention damages and other items of special damage, unless the DEPARTMENT and the MUNICIPALITY shall have first agreed thereto in writing.
  - (4) The MUNICIPALITY agrees to notify the DEPARTMENT promptly of all board of view awards and verdicts of the court of common pleas. The parties agree that appeals will be taken from any award of judgment whenever either party deems it necessary or advisable.
- g. The terms “right-of-way costs” and “other property damages,” as used in this Agreement, shall include, but are not limited to:
- (1) Consequential damages;
  - (2) Damages from de facto or inverse takings;
  - (3) Special damages for displacement;
  - (4) Damages for the preemption, destruction, alteration, blocking and diversion of drainage facilities; and
  - (5) Any other damages that may be claimed or awarded under the Eminent Domain Code or the State Highway Law, whether awarded or entered against the DEPARTMENT or the MUNICIPALITY.

Prior to advertisement for the receipt of bids, the MUNICIPALITY shall certify to the DEPARTMENT that all right-of-way acquired by the MUNICIPALITY for this Project was acquired in accordance with all applicable federal and state laws and policies, including, but not limited to, DEPARTMENT Publication No. 740, *Local Project Delivery Manual*.



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Lisa Blair, Human Services

**ITEM TYPE:** Advertisement

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to advertise a Request for Proposal for Outreach Services for the Department of Human Services and Adult and Family Services. Subject to the Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A

**ESTIMATED/ACTUAL COST OF REQUEST:** \$200

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** See attached supporting documentation.

**ATTACHMENTS:**  
[Summary Sheet\\_RFP\\_Outreach Services.pdf](#)

**Delaware County Human Services Request to Issue Request for Proposal**

*Program Office: Adult and Family Services*

*Service Type:* Outreach Services

*Value of Potential Contract:* \$340,000

*Anticipated Effective Date of Service:* September 1, 2023

*Funding of Service:*

Federal Funding Source(s):		Amount:	
State Funding Source(s):	Human Services Block Grant	Amount:	\$340,000
Other Funding Source(s):		Amount:	
County Funding:		Amount:	

*Statement Summarizing Request for Proposal:*

Human Services-Adult and Family Services is requesting permission to issue a Request for Proposal for Outreach Services to support with identification and engagement of street homeless persons in Delaware County.

*Specifics of Service for Which Request for Proposal is being Requested:*

This Request for Proposal for Outreach Services for the identification and engagement of street homeless persons in Delaware County.

*Program Need for Requested Service:*

The Outreach Team is responsible for engaging the unhoused person, assisting unhoused person with securing shelter and providing assistance with application to mainstream benefits.

*Summary of Plan for Review of Proposals:*

Submitted proposals will be reviewed and scored based on years of experience, knowledge of the unhoused persons in Delaware County and their availability to provide outreach services to the entire Delaware County twenty-four hours a day, seven days per week. The panel includes representatives from Adult and Family Services, Human Services as the fiscal reviewer and Office of

Housing and Community Development as a partnering agency. All submitted proposals will be redacted to deidentify the agency submitting the proposal.

Metrics Being Utilized to Evaluate Proposals:

- # Persons served
- % Persons assisted into shelter
- % Persons connected to Department of Public Welfare entitlements

Review Panel:

Adult & Family Services Administrator/Designee	Office:	Adult and Family Services
Adult & Family Services Administrator/Designee		Adult and Family Services
Adult & Family Services Administrator/Designee		Adult and Family Services
Adult & Family Services Administrator/Designee		Adult and Family Services
Office of Housing and Community Development/Designee		Office of Housing and Community Development
Fiscal Officer/Designee		Human Services

Date Request Discussed with Human Services Director:

[Redacted]

Program Approval: Jessica Fenk

Date: 04/25/2023

Fiscal Approval: QFO [Signature]

Date: 4.25.23

CFO Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Human Services Director: Angie Hiron

Date: 4/25/2023



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Sheree Frazier, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval of Early Learning Resource Center Regulated Agreements for the attached list Fiscal Year 22/23 for the increased provision of subsidized childcare. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1923-4204-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** The attached list of Regulated Providers has submitted the required information to establish a Provider agreement with Early Learning Resource Center (ELRC) of Delaware County to accept subsidized childcare.

**ATTACHMENTS:**  
[ELRC List\\_FY\\_2223.pdf](#)

**EARLY LEARNING RESOURCE CENTER REGION 15 (ELRC)  
22/23 REGULATED AGREEMENTS**

<u>AGREEMENT NUMBER</u>	<u>PROVIDER</u>	<u>TERM</u>	<u>AMOUNT</u>
ELRC 1040/22	BZ Learning Hive	10/1/22-*	N/A (Based on maximum State childcare allowance)
ELRC 1041/22	Premier Education, LLC	1/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1042/22	The Childrens Corner Learning Center LLC	3/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1043/22	Oopsy Daisy Learning Center	2/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1044/22	Sarahs Childcare Center Inc	3/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1045/22	Land of Happy Kids 3	2/1/23-*	N/A (Based on maximum State childcare allowance)
ELRC 1046/22	Educating The Absorbing Mind	1/1/23-*	N/A (Based on maximum State childcare allowance)

**\*Either party may terminate this Agreement in accordance with Article IV of this Agreement.**





# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Sheree Frazier, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to amend #ELRC 893/18 between the County of Delaware Early Learning Resource Center and Right At School LLC to add site #14 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1923-4204-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Amendment #7 adds site #14 located at 725 Caley Road King of Prussia, PA 19406 to the providers Agreement to accept subsidized childcare clients.

**ATTACHMENTS:**  
[ELRC\\_893\\_18\\_Right At School LLC\\_Amendment\\_7.pdf](#)

AMENDMENT # 7

FISCAL YEAR 22/23

Agreement # ELRC 893/18

Date of Agreement July 1, 2018

Date of Amendment May 3, 2023

Between: County of Delaware and Right At School LLC

For the following services: Subsidized Day Care

is hereby amended adding new site #14 effective April 1, 2023. See attached Appendix B – Provider’s Closed Days, Appendix C-1 – Provider’s Reported Rates, Appendix C-2 – Provider’s Payment Rates, Appendix G – Provider’s Service Schedule, and Appendix H – Capacity Compliance Statement for site #14 along with a revised Appendix E – Multiple Locations.

The maximum County dollars now available under this Agreement are N/A.

In all other respects, Agreement #ELRC 893/18 is incorporated by reference herein, ratified and in full force and effect.

Provider of Service

County of Delaware

Right At School LLC  
NAME OF AGENCY

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

**AGREEMENT #ELRC 893/18**

*For Official Use Only*

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## **CERTIFIED PROVIDER AGREEMENT**

---

Type of Care (check one):

- Family Child Care Home (FCCH)
  - Group Child Care Home (GCCH)
  - Child Care Center (Center)
- 

Legal Entity Name: Right at School LLC

Physical Address: 909 Davis Street  
Suite 500  
Evanston IL 60201

Payment/Mailing Address:

Telephone Number: 773-584-1343 Fax Number (if you have one):

E-mail Address (if you have one): marz.rivera@rightatschool.com

Web Site (if you have one): \_\_\_\_\_

Name of Contact Person: Marz Rivera

Title of Contact Person: Subsidy Coordinator

FEIN Number: 27-3553118

Social Security Number (Family Child Care only, if no FEIN): \_\_\_\_\_

### **Legal Entities with Multiple Locations:**

Legal entities with multiple locations must use Appendix E to list all location-specific information.

### **PURPOSE:**

Provider wishes to participate in the Pennsylvania subsidized child care program, Child Care Works. Provider agrees to provide subsidized child care services for those children who are eligible for child care subsidy and authorized for payment by the Early Learning Resource Center (ELRC). This Certified Provider Agreement (Agreement) explains what must be done in order to participate. By signing this Agreement, provider agrees to comply with the requirements of program participation, enforced by the ELRC and the Department of Human Services (DHS). Provider knows that information about the provider's program may be shared with DHS and its agents, including the employees of the ELRC, the Office of Child Development and Early Learning (OCDEL), the Office of Income Maintenance (OIM), the DHS County Assistance Offices (CAO), the Office of State Inspector General (OSIG), the U.S Comptroller General's Office and its agents, the U.S. Department of Health and Human Services and its agents, and the Internal Revenue Service (IRS).



**APPENDIX C-1: ELRC SUBSIDIZED CHILD CARE PROVIDER REPORTED RATES, FY 2022 - 2023 (Certified Providers Only)**

Facility Name: Right At School LLC	
Address: 725 Caley Road	
City: King of Prussia	State: PA Zip: 19406
Telephone: 610-334-4613	
Type of Program:	County: Montgomery
<input checked="" type="checkbox"/> Center	Group
	Family

**Provider's Rate(s):** A copy of your published rate must accompany this form

Enter your current rates. Enter N/A if the service is not provided.	0-12 months	13-24 months	25-36 months	37 months to date child enters Kindergarten	Kindergarten up to 13 <sup>th</sup> birthday SCHOOL YEAR	Kindergarten up to 13 <sup>th</sup> birthday SUMMER ONLY
What is your weekly rate per child for <b>FULL-TIME</b> care (five days per week, Monday through Friday)? Full-Time = 5 or more hours of care per day	\$0.00 per week	\$0.00 per week	\$0.00 per week	\$250.00 per week	\$104.60 per week	\$250.00 per week
What is your weekly rate per child for <b>PART-TIME</b> care (five days per week, Monday through Friday)? Part-Time = less than 5 hours of care per day	\$0.00 per week	\$0.00 per week	\$0.00 per week	\$104.60 per week	\$104.60 per week	

\*  I will accept a blended school year rate.

**I confirm that these are my current rates.**

Provider Representative Signature and Title \_\_\_\_\_

Print Provider Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

\*The subsidized child care program "blended rate" averages rates for 180 part days and 25 full days to create a standard school year rate. This creates one rate for the school year that incorporates days when a child attends child care full day. Failure to accept the blended rate will result in payment of a part-time rate for all 205 days during the school year.



**Regulated Rates Appendix C-2: ELRC SUBSIDIZED CHILD CARE PROVIDER  
PAYMENT RATES EFFECTIVE 04/01/2023**

Provider ID: 5114065751-14

RIGHT AT SCHOOL LLC  
CALEY ELEMENTARY SCHOOL  
909 DAVIS ST  
Suite 500  
EVANSTON, IL, 60201-3683

Registration Fee: \$75.00

Provider Type: Center

County: Montgomery

CARE LEVEL	UNIT OF CARE	SUBSIDY PAYMENT RATE	BLENDED RATE	STARS ADD-ON RATES			
				STAR 1	STAR 2	STAR 3	STAR 4
Infant	Full Time	N/A	N/A	\$0.00	\$2.00	\$8.70	\$13.20
Infant	Part Time	N/A	N/A	\$0.00	\$1.20	\$4.15	\$5.25
Young Toddler	Full Time	N/A	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Young Toddler	Part Time	N/A	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Older Toddler	Full Time	N/A	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Older Toddler	Part Time	N/A	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Preschool	Full Time	\$50.00	\$24.47	\$0.00	\$0.95	\$5.90	\$9.20
Preschool	Part Time	\$20.92	\$24.47	\$0.00	\$0.45	\$2.50	\$3.20
School Age	Full Time	\$50.00	\$24.47	\$0.00	\$0.95	\$5.90	\$9.20
School Age	Part Time	\$20.92	\$24.47	\$0.00	\$0.45	\$2.50	\$3.20

The **full-time subsidy payment rate** is paid for five or more hours of child care per day.

The **part-time subsidy payment rate** is paid for up to four hours and 59 minutes (not five hours) of child care per day.

The **blended rate** is paid for child care for children attending school during the school year. It combines days during the school year when the child requires part-time care with days during the school year when the child requires full-time care.

**Note:** You must add the STAR Add-On Rate for your STAR level to the Subsidy Payment Rate in order to determine your total reimbursement rate for that specific care level.

COUNTY CODE: 23 PELICAN ID: 5114065751-1.2.3.4.5.6.7.9.10.12.13.14.17.19.21.22

FEIN: 27-3553118

Legal Entity Name: Right at School LLC

Phone Number: 773-584-1343

Address: 909 Davis Street Suite 500 Evanston IL 60201

Legal Entity Contact: Marz Rivera

**APPENDIX E: MULTIPLE LOCATIONS  
(REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5114065751-1	Name of Location: Edgewood Elementary School Location Physical Address: 525 8 <sup>th</sup> Avenue Folsom PA 19033 Contact Person: Marz Rivera	773-584-1343	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-2	Name of Location: Leedom Elementary School Location Physical Address: 620 East Chester Pike Ridley Park PA 19078 Contact Person: Marz Rivera	773-584-1343	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-3	Name of Location: Lakeview Elementary School Location Physical Address: 333 Constitution Avenue Ridley Park PA 19078 Contact Person: Marz Rivera	773-584-1343	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5114065751-4	Name of Location: Grace Park Elementary School Location Physical Address: 1097 7 <sup>th</sup> Avenue Swarthmore PA 19081 Contact Person: Marz Rivera	773-584-1343	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-5	Name of Location: Woodlyn Elementary School Location Physical Address: 1200 Colson Road Woodlyn PA 19094 Contact Person: Marz Rivera	773-584-1343	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-6	Name of Location: Eddystone Elementary School Location Physical Address: 9 <sup>th</sup> and Simpson Streets Eddystone PA 19022 Contact Person: Marz Rivera	773-584-1343	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.



Legal Entity Name: Right at School LLC FEIN: 27-3553118

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5114065751-7	Name of Location: Amosland Elementary School Location Physical Address: 529 Amosland Road Morton PA 19079 Contact Person: Marz Rivera	773-584-1343	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-9	Name of Location: Penn Wynne Elementary Location Physical Address: 250 Haverford Road Wynnewood PA 19096 Contact Person: Marz Rivera	484-388-0970	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-10	Name of Location: Gladwyne Elementary Location Physical Address: 230 Righters Mill Road Gladwyne PA 19035 Contact Person: Marz Rivera	484-388-0970	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.

Legal Entity Name: Right at School LLC FEIN: 27-3553118

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5114065751-13	Name of Location: Cynwyd Elementary Location Physical Address: 101 West Levering Mill Road Bala Cynwyd PA 19004 Contact Person: Marz Rivera	484-388-0970	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-17	Name of Location: Wayne Elementary School Location Physical Address: 651 West Wayne Avenue Wayne PA 19087 Contact Person: Marz Rivera	610-360-7057	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-19	Name of Location: Gulph Elementary School Location Physical Address: 650 South Henderson Road King of Prussia PA 19406 Contact Person: Marz Rivera	610-334-4613	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5114065751-22	Name of Location: Ithan Elementary School Location Physical Address: 695 Clyde Road Bryn Mawr PA 19010 Contact Person: Marz Rivera	610-334-4613	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-21	Name of Location: Right At School At Lower Merion Kindg Wraparound Location Physical Address: 301 E Montgomery Ave Ardmore, PA 19003 Contact Person: Tricia Angle	678-801-1787	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
5114065751-12	Name of Location: Belmont Hills Elementary Location Physical Address: 200 School St Bala Cynwyd, PA 19004 Contact Person: Tricia Angle	678-801-1787	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
5114065751-14	Name of Location: Right At School LLC Location Physical Address: 725 Caley Road King of Prussia, PA 19406 Contact Person: Tricia Angle	610-334-4613	<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
	Name of Location: Location Physical Address: Contact Person:		<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
	Name of Location: Location Physical Address: Contact Person:		<input checked="" type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.

County Code: 23

PELICAN ID 5114065751-14

**APPENDIX G: PROVIDER SERVICE SCHEDULE**

List the days and hours your provider location offers child care services. Use a separate sheet for each location. Circle AM or PM for each daily start and end time. Only enter time in Session 2 if the location is closed during part of the day, even if you offer multiple shifts. For example if you offer only before- and after-school care, enter 6:00 AM to 9:00 AM in Session 1 and 2:00 PM to 5:00 PM in Session 2. If you offer 24- hour care, place an "X" in the box under "24 Hours".

DAY	<u>Session 1</u>			<u>Session 2</u>			24 Hours		
	START TIME	AM / PM	END TIME	AM / PM	START TIME	END TIME			
Monday	7:00	AM	8:45	AM	3:30	PM	6:00	PM	
Tuesday	7:00	AM	8:45	AM	3:30	PM	6:00	PM	
Wednesday	7:00	AM	8:45	AM	3:30	PM	6:00	PM	
Thursday	7:00	AM	8:45	AM	3:30	PM	6:00	PM	
Friday	7:00	AM	8:45	AM	3:30	PM	6:00	PM	
Saturday		AM		PM		AM	PM	AM	PM
Sunday		AM		PM		AM	PM	AM	PM

**CERTIFIED PROVIDER AGREEMENT  
APPENDIX H: CAPACITY COMPLIANCE STATEMENT**

Provider AGREES that it will not provide child care services to more than the maximum capacity of children listed on facility Certificate of Compliance at any one time in accordance with the Certificate of Compliance issued to my child care facility and that it will be in compliance at all times with the regulations at 55 Pa. Code/Regulatory Citation number based on your provider type as listed below.

Provider understands that if the number of children in care at the facility exceeds the maximum allowed capacity at any one time, this may impact the status of the Certificate of Compliance and the provider agreement.

Provider understands that the information on this page may be relied upon to make payments from Federal and State funds, and that any false information, statements, or documents or the concealment of material facts may be prosecuted under applicable Federal and State laws, including 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Authorized Provider Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Provider Representative Printed Name and Title: \_\_\_\_\_

Facility Name: Right At School LLC

Facility Address: 725 Caley Road  
King of Prussia PA 19406

PROVIDER TYPE	REGULATORY CITATION
Center	§ 3270.61
Group	§ 3280.51 and § 3280.61
Family	§ 3290.51



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Sheree Frazier, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to amend #ELRC 276/18 between the County of Delaware Early Learning Resource Center and Children's Garden One Inc to add site #5 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1923-4204-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Amendment #4 adds site #5 located at 301 Fern Street Darby, PA 19023 to the providers Agreement to accept subsidized childcare clients.

**ATTACHMENTS:**  
[ELRC\\_276\\_18\\_Children's Garden One Inc\\_Amendment\\_4.pdf](#)

AMENDMENT # 4

FISCAL YEAR 22/23

Agreement # ELRC 276/18

Date of Agreement July 1, 2018

Date of Amendment May 3, 2023

Between: County of Delaware and Children's Garden One Inc

For the following services: Subsidized Day Care

is hereby amended adding new site #5 effective March 1, 2023. See attached Appendix B – Provider's Closed Days, Appendix C-1 – Provider's Reported Rates, Appendix C-2 – Provider's Payment Rates, Appendix G – Provider's Service Schedule, and Appendix H – Capacity Compliance Statement for site #5 along with a revised Appendix E – Multiple Locations.

The maximum County dollars now available under this Agreement are N/A.

In all other respects, Agreement #ELRC 276/18 is incorporated by reference herein, ratified and in full force and effect.

Provider of Service

County of Delaware

Children's Garden One Inc  
NAME OF AGENCY

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

**AGREEMENT #ELRC 276/18**



**For Official Use Only**

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**CERTIFIED PROVIDER AGREEMENT**

---

Type of Care (check one):

- Family Child Care Home (FCCH)
- Group Child Care Home (GCCH)
- Child Care Center (Center)

---

Legal Entity Name: Children's Garden One Inc

Physical Address: 301 North 3rd Street  
Darby PA 19023

Payment/Mailing Address:

Telephone Number: 610-522-8310 Fax Number (if you have one):

E-mail Address (if you have one): \_\_\_\_\_

Web Site (if you have one): \_\_\_\_\_

Name of Contact Person: Diane Barr

Title of Contact Person: Owner

FEIN Number: 26-0238133

Social Security Number (Family Child Care only, if no FEIN): \_\_\_\_\_

**Legal Entities with Multiple Locations:**

Legal entities with multiple locations must use Appendix E to list all location-specific information.

**PURPOSE:**

Provider wishes to participate in the Pennsylvania subsidized child care program, Child Care Works. Provider agrees to provide subsidized child care services for those children who are eligible for child care subsidy and authorized for payment by the Early Learning Resource Center (ELRC). This Certified Provider Agreement (Agreement) explains what must be done in order to participate. By signing this Agreement, provider agrees to comply with the requirements of program participation, enforced by the ELRC and the Department of Human Services (DHS). Provider knows that information about the provider's program may be shared with DHS and its agents, including the employees of the ELRC, the Office of Child Development and Early Learning (OCDEL), the Office of Income Maintenance (OIM), the DHS County Assistance Offices (CAO), the Office of State Inspector General (OSIG), the U.S Comptroller General's Office and its agents, the U.S. Department of Health and Human Services and its agents, and the Internal Revenue Service (IRS).

**APPENDIX B - PROVIDER'S CLOSED DAYS**

The ELRC may pay for up to 15 closed days for which the provider charges private-pay families. The ELRC will not pay a provider for more than 15 closed days for any reason during a fiscal year. Please circle the appropriate choice for the major state-observed holidays and list any additional days you will be closed during the period from **July 1, 2022 to June 30, 2023**:

<b>MAJOR STATE-OBSERVED HOLIDAYS</b>	<b>DATE</b>	<b>Do Private-Pay Parents Pay For This Closed Day?</b>	<b>If you are <u>not</u> closed on this day, circle OPEN.</b>
Closures on File in Pelican			
<b>ADDITIONAL CLOSED DAYS</b>			

County Code: 23

PELICAN ID 8113107936-5

**APPENDIX C-1: ELRC SUBSIDIZED CHILD CARE PROVIDER REPORTED RATES, FY 2022 - 2023 (Certified Providers Only)**

Facility Name: Children's Garden One, Inc.	
Address: 301 Fern St	
City: Darby	State: PA Zip: 19023
Telephone: 267-307-8601	
Type of Program: <input checked="" type="checkbox"/> Center	County: Delaware
	Group: Family

**Provider's Rate(s):** A copy of your published rate must accompany this form

Enter your current rates. Enter N/A if the service is not provided.	0-12 months	13-24 months	25-36 months	37 months to date child enters Kindergarten	Kindergarten up to 13 <sup>th</sup> birthday SCHOOL YEAR	Kindergarten up to 13 <sup>th</sup> birthday SUMMER ONLY
What is your weekly rate per child for <b>FULL-TIME</b> care (five days per week, Monday through Friday)? Full-Time = 5 or more hours of care per day	\$300.00 per week	\$285.00 per week	\$265.00 per week	\$250.00 per week	\$175.00 per week	\$216.00 per week
What is your weekly rate per child for <b>PART-TIME</b> care (five days per week, Monday through Friday)? Part-Time = less than 5 hours of care per day	\$250.00 per week	\$235.00 per week	\$215.00 per week	\$201.00 per week		

\*  I will accept a blended school year rate.

**I confirm that these are my current rates.**

Provider Representative Signature and Title \_\_\_\_\_

Print Provider Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

\*The subsidized child care program "blended rate" averages rates for 180 part days and 25 full days to create a standard school year rate. This creates one rate for the school year that incorporates days when a child attends child care full day. Failure to accept the blended rate will result in payment of a part-time rate for all 205 days during the school year.



**Regulated Rates Appendix C-2: ELRC SUBSIDIZED CHILD CARE PROVIDER  
PAYMENT RATES EFFECTIVE 03/23/2023**

**Provider Type:** Group

CHILDRENS GARDEN ONE INC  
CHILDRENS GARDEN ONE INC  
301 FERN ST  
DARBY, PA, 19023-2614

**Provider ID:** 8113107936-5

**County:** Delaware

**Registration Fee:** \$50.00

CARE LEVEL	UNIT OF CARE	SUBSIDY PAYMENT RATE	BLENDED RATE	STARS ADD-ON RATES			
				STAR 1	STAR 2	STAR 3	STAR 4
Infant	Full Time	\$44.64	N/A	\$0.00	\$2.00	\$8.70	\$13.20
Infant	Part Time	\$33.00	N/A	\$0.00	\$1.20	\$4.15	\$5.25
Young Toddler	Full Time	\$42.41	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Young Toddler	Part Time	\$33.45	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Older Toddler	Full Time	\$43.03	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Older Toddler	Part Time	\$33.72	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Preschool	Full Time	\$41.41	\$32.99	\$0.00	\$0.95	\$5.90	\$9.20
Preschool	Part Time	\$31.82	\$32.99	\$0.00	\$0.45	\$2.50	\$3.20
School Age	Full Time	\$38.09	\$31.20	\$0.00	\$0.95	\$5.90	\$9.20
School Age	Part Time	\$30.24	\$31.20	\$0.00	\$0.45	\$2.50	\$3.20

The **full-time subsidy payment rate** is paid for five or more hours of child care per day.

The **part-time subsidy payment rate** is paid for up to four hours and 59 minutes (not five hours) of child care per day.

The **blended rate** is paid for child care for children attending school during the school year. It combines days during the school year when the child requires part-time care with days during the school year when the child requires full-time care.

**Note:** You must add the STAR Add-On Rate for your STAR level to the Subsidy Payment Rate in order to determine your total reimbursement rate for that specific care level.

COUNTY CODE: 23

PELICAN ID: 8113107936-1,3,5

Legal Entity Name: Children's Garden One Inc

FEIN: 26-0238133

Address: 301 North 3<sup>rd</sup> Street, Darby PA 19023

Phone Number: 610-522-8310

Legal Entity Contact: NA

**APPENDIX E: MULTIPLE LOCATIONS  
(REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
8113107936-1	Name of Location: Children's Garden Child Care and Preschool Location Physical Address: 301 North 3 <sup>rd</sup> Street Darby PA 19023 Contact Person: Diane Barr	610-522-8310	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
8113107936-3	Name of Location: Children's Garden Child Care Center Location Physical Address: 841 East Hunting Park Avenue Philadelphia PA 19124 Contact Person: Wendy Freeman	610-522-8310	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
8113107936-5	Name of Location: Childrens Garden One Inc Location Physical Address: 301 Fern St Darby PA 19023 Contact Person: N/A	267-307-8601	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

County Code: \_\_\_\_\_ 23 \_\_\_\_\_

PELICAN ID 8113107936-5

**APPENDIX G: PROVIDER SERVICE SCHEDULE**

List the days and hours your provider location offers child care services. Use a separate sheet for each location. Circle AM or PM for each daily start and end time. Only enter time in Session 2 if the location is closed during part of the day, even if you offer multiple shifts. For example if you offer only before- and after-school care, enter 6:00 AM to 9:00 AM in Session 1 and 2:00 PM to 5:00 PM in Session 2. If you offer 24- hour care, place an "X" in the box under "24 Hours".

DAY	<u>Session 1</u>			<u>Session 2</u>			24 Hours
	START TIME	AM / PM	END TIME	START TIME	AM / PM	END TIME	
Monday	6:00	AM	6:30		AM	PM	
Tuesday	6:00	AM	6:30		AM	PM	
Wednesday	6:00	AM	6:30		AM	PM	
Thursday	6:00	AM	6:30		AM	PM	
Friday	6:00	AM	6:30		AM	PM	
Saturday		AM			AM	PM	
Sunday		AM			AM	PM	

County Code: 23

PELICAN ID 8113107936-5

**CERTIFIED PROVIDER AGREEMENT  
APPENDIX H: CAPACITY COMPLIANCE STATEMENT**

Provider AGREES that it will not provide child care services to more than the maximum capacity of children listed on facility Certificate of Compliance at any one time in accordance with the Certificate of Compliance issued to my child care facility and that it will be in compliance at all times with the regulations at 55 Pa. Code/Regulatory Citation number based on your provider type as listed below.

Provider understands that if the number of children in care at the facility exceeds the maximum allowed capacity at any one time, this may impact the status of the Certificate of Compliance and the provider agreement.

Provider understands that the information on this page may be relied upon to make payments from Federal and State funds, and that any false information, statements, or documents or the concealment of material facts may be prosecuted under applicable Federal and State laws, including 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Authorized Provider Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Provider Representative Printed Name and Title: \_\_\_\_\_

Facility Name: Children's Garden One, Inc.

Facility Address: 301 Fern St

Darby PA 19023

PROVIDER TYPE	REGULATORY CITATION
Center	§ 3270.61
Group	§ 3280.51 and § 3280.61
Family	§ 3290.51



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Sheree Frazier, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to amend #ELRC 70/18 between the County of Delaware Early Learning Resource Center and KUEHG CORP to add site #14 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1923-4204-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Amendment #19 adds site #14 located at 1849 Charter Lane Lancaster, PA 17601 to the providers Agreement to accept subsidized childcare clients.

**ATTACHMENTS:**  
[ELRC\\_70\\_18\\_KUEHG CORP\\_Amendment\\_19.pdf](#)



AMENDMENT # 19

FISCAL YEAR 22/23

Agreement # ELRC 70/18

Date of Agreement July 1, 2018

Date of Amendment May 3, 2023

Between: County of Delaware and KUEHG CORP

For the following services: Subsidized Day Care

is hereby amended adding new site #14 effective March 1, 2023. See attached Appendix B – Provider’s Closed Days, Appendix C-1 – Provider’s Reported Rates, Appendix C-2 – Provider’s Payment Rates, Appendix G – Provider’s Service Schedule, and Appendix H – Capacity Compliance Statement for site #14 along with a revised Appendix E – Multiple Locations.

The maximum County dollars now available under this Agreement are N/A.

In all other respects, Agreement #ELRC 70/18 is incorporated by reference herein, ratified and in full force and effect.

Provider of Service

County of Delaware

KUEHG CORP  
NAME OF AGENCY

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

**AGREEMENT #ELRC 70/18**

**For Official Use Only**

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## **CERTIFIED PROVIDER AGREEMENT**

---

**Type of Care (check one):**

- Family Child Care Home (FCCH)
- Group Child Care Home (GCCH)
- Child Care Center (Center)

---

Legal Entity Name: KUEHG Corp

Physical Address: 200 Old Main Road  
Tewksbury MA 01876

Payment/Mailing Address:  
PO Box 6598  
Portland OR 97228

Telephone Number: 978-851-3476 Fax Number (if you have one): \_\_\_\_\_

E-mail Address (if you have one): IBERNARD@KC-EDUCATION.COM

Web Site (if you have one): \_\_\_\_\_

Name of Contact Person: Melissa Everly

Title of Contact Person: Vice President

FEIN Number: 47-4478313

Social Security Number (Family Child Care only, if no FEIN): \_\_\_\_\_

**Legal Entities with Multiple Locations:**

Legal entities with multiple locations must use Appendix E to list all location-specific information.

***PURPOSE:***

Provider wishes to participate in the Pennsylvania subsidized child care program, Child Care Works. Provider agrees to provide subsidized child care services for those children who are eligible for child care subsidy and authorized for payment by the Early Learning Resource Center (ELRC). This Certified Provider Agreement (Agreement) explains what must be done in order to participate. By signing this Agreement, provider agrees to comply with the requirements of program participation, enforced by the ELRC and the Department of Human Services (DHS). Provider knows that information about the provider's program may be shared with DHS and its agents, including the employees of the ELRC, the Office of Child Development and Early Learning (OCDEL), the Office of Income Maintenance (OIM), the DHS County Assistance Offices (CAO), the Office of State Inspector General (OSIG), the U.S Comptroller General's Office and its agents, the U.S. Department of Health and Human Services and its agents, and the Internal Revenue Service (IRS).



County Code: 23

PELICAN ID 4114111050-14

**APPENDIX C-1: ELRC SUBSIDIZED CHILD CARE PROVIDER REPORTED RATES, FY 2022 - 2023 (Certified Providers Only)**

Facility Name: KUEHG CORP	
Address: 1849 Charter Ln	
City: Lancaster	State: PA
Telephone: 717-393-0686	County: Lancaster
Type of Program: <input checked="" type="checkbox"/> Center	Group: Family
	Zip: 17601

**Provider's Rate(s):** A copy of your published rate must accompany this form

Enter your current rates. Enter N/A if the service is not provided.	0-12 months	13-24 months	25-36 months	37 months to date child enters Kindergarten	Kindergarten up to 13th birthday SCHOOL YEAR	Kindergarten up to 13th birthday SUMMER ONLY
What is your weekly rate per child for <b>FULL-TIME</b> care (five days per week, Monday through Friday)? Full-Time = 5 or more hours of care per day	\$380.00 per week	\$355.00 per week	\$335.00 per week	\$300.00 per week		\$345.00 per week
What is your weekly rate per child for <b>PART-TIME</b> care (five days per week, Monday through Friday)? Part-Time = less than 5 hours of care per day	\$285.00 per week	\$265.00 per week	\$250.00 per week	\$225.00 per week	\$235.00 per week	

\*  I will accept a blended school year rate.

**I confirm that these are my current rates.**

Provider Representative Signature and Title \_\_\_\_\_

Print Provider Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

\*The subsidized child care program "blended rate" averages rates for 180 part days and 25 full days to create a standard school year rate. This creates one rate for the school year that incorporates days when a child attends child care full day. Failure to accept the blended rate will result in payment of a part-time rate for all 205 days during the school year.



**Regulated Rates Appendix C-2: ELRC SUBSIDIZED CHILD CARE PROVIDER  
PAYMENT RATES EFFECTIVE 03/01/2023**

Provider ID: 4114111050-14

KUEHG Corp  
KINDERCARE LEARNING CENTERS  
1849 CHARTER LN  
LANCASTER, PA, 17601-5804

Registration Fee: \$75.00

Provider Type: Center

County: Lancaster

CARE LEVEL	UNIT OF CARE	SUBSIDY PAYMENT RATE	BLENDED RATE	STARS ADD-ON RATES			
				STAR 1	STAR 2	STAR 3	STAR 4
Infant	Full Time	\$56.26	N/A	\$0.00	\$2.00	\$8.70	\$13.20
Infant	Part Time	\$48.68	N/A	\$0.00	\$1.20	\$4.15	\$5.25
Young Toddler	Full Time	\$51.75	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Young Toddler	Part Time	\$43.74	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Older Toddler	Full Time	\$48.92	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Older Toddler	Part Time	\$41.85	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Preschool	Full Time	\$44.32	\$36.48	\$0.00	\$0.95	\$5.90	\$9.20
Preschool	Part Time	\$35.39	\$36.48	\$0.00	\$0.45	\$2.50	\$3.20
School Age	Full Time	\$35.26	\$25.72	\$0.00	\$0.95	\$5.90	\$9.20
School Age	Part Time	\$24.39	\$25.72	\$0.00	\$0.45	\$2.50	\$3.20

The full-time subsidy payment rate is paid for five or more hours of child care per day.

The part-time subsidy payment rate is paid for up to four hours and 59 minutes (not five hours) of child care per day.

The blended rate is paid for child care for children attending school during the school year. It combines days during the school year when the child requires part-time care with days during the school year when the child requires full-time care.

**Note:** You must add the STAR Add-On Rate for your STAR level to the Subsidy Payment Rate in order to determine your total reimbursement rate for that specific care level.

Date Generated: 03/21/2023 02:00 PM

COUNTY CODE: 23 PELICAN  
 12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

ID:

12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

Legal Entity Name: KUEHG Corp

FEIN: 47-4478313

Address: 200 Old Main Road Tewksbury MA 01876

Phone Number: 978-851-3476

Legal Entity Contact: Melissa Everly

**APPENDIX E: MULTIPLE LOCATIONS  
 (REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
4114111050-12	Name of Location: <u>Kindercare Learning Center – Penn Hills</u>  Location Physical Address: <u>201 Twin Oak Drive</u> <u>Pittsburgh PA 15235</u>  Contact Person: <u>Jennifer Rees</u>	412-795-8004	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-16	Name of Location: <u>Kindercare Learning 073094</u>  Location Physical Address: <u>1154 West Chester Pike</u> <u>Suite A</u> <u>West Chester PA 19382</u>  Contact Person: <u>Gina Clark</u>	610-431-2237	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-23	Name of Location: <u>Kindercare Learning 301327</u>  Location Physical Address: <u>3651 Street Road</u> <u>Bensalem PA 19020</u>  Contact Person: <u>Gina Clark</u>	215-245-8337	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Legal Entity Name: KUEHG Corp FEIN: 47-4478313

**APPENDIX E (Continued)  
(REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (GCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
411411050-24	Name of Location: Kindercare Learning Center 301284 Location Physical Address: 1540 Rodney Road York PA 17408 Contact Person: Dalia Berroa	717-764-4721	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-26	Name of Location: Kindercare Learning Center 1050 Location Physical Address: 595 Centerville Road Lancaster PA 17601 Contact Person: Tammy Dunlap	717-898-8426	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-29	Name of Location: Kindercare Learning Center 30187 Location Physical Address: 451 East Germantown Pike Norristown PA 19401 Contact Person: NA	610-275-1832	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.

Effective January 1, 2010

Legal Entity Name: KUEHG Corp FEIN: 47-4478313

**APPENDIX E (Continued)  
 (REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
4114111050-30	Name of Location: Kindercare Learning Center -301615 Location Physical Address: 400 Skiles Boulevard West Chester PA 19382 Contact Person: Lorraine Buzzo	610-399-9535	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-31	Name of Location: Kindercare Learning Centers LLC Location Physical Address: 65 General Warren Boulevard Malvern PA 19355 Contact Person: NA	610-647-7085	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-32	Name of Location: Kindercare Learning Center 303009 Location Physical Address: 1700 Market Street Philadelphia PA 19103 Contact Person: Francesca Trudeau	215-563-9499	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.  
 Effective January 1, 2010



COUNTY CODE: 23 PELICAN ID: 12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

Legal Entity Name: KUEHG Corp FEIN: 47-4478313

**APPENDIX E (Continued)  
(REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
4114111050-36	Name of Location: Kindercare Learning Center Location Physical Address: 23 Gibraltar Road Reading PA 19606 Contact Person: Jennifer Schlegel	610-370-2122	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-38	Name of Location: Kindercare Learning Center 1613 Location Physical Address: 425 North Summneytown Pike North Wales PA 19454 Contact Person: NA	215-699-7009	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-39	Name of Location: Kindercare Learning Center 301055 Location Physical Address: 3120 C G Zinn Road Thorndale PA 19372 Contact Person: NA	610-383-4089	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

COUNTY CODE: 23 PELICAN ID: 12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

Legal Entity Name: KUEHG Corp FEIN: 47-4478313

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
411411050-41	Name of Location: Kindercare Learning Center Location Physical Address: 102 Paddock Lane West Chester PA 19382 Contact Person: Cullen McCormick	610-399-4341	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-42	Name of Location: Kindercare Learning Center 000228 Location Physical Address: 55 South Village Avenue Exton PA 19341 Contact Person: NA	610-594-9511	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-45	Name of Location: Kindercare Learning Center 303810 Location Physical Address: 378 South Warminster Road Hatboro PA 19040 Contact Person: Danielle Rapoport	215-957-9640	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Additional pages may be added as needed.

Effective January 1, 2010

COUNTY CODE: 23 PELICAN  
12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

411411050-

ID:

Legal Entity Name: KUEHGH Corp

FEIN: 47-4478313

APPENDIX E (Continued)

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
411411050-46	Name of Location: Kindercare Learning Center 3056 Location Physical Address: 1550 Industrial Highway Pottstown PA 19464 Contact Person: Linda Moser	610-326-0554	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-53	Name of Location: Kindercare Learning Center Location Physical Address: 489 West Butler Avenue Chalfont PA 18914 Contact Person: Amanda Ashe	215-997-9957	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-54	Name of Location: Kindercare Learning Center 221 Location Physical Address: 525 Veterans Highway Bristol PA 19007 Contact Person: Tracy Lorenz	215-788-0011	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

COUNTY CODE: 23 PELICAN ID: 12,14,16,23,24,26,29,30,31,32,36,38,39,41,42,45,46,53,54,56,57,58,59,62,64,65,66,67,68,69,73,74,75,77,79,82

Legal Entity Name: KUEHG Corp FEIN: 47-4478313

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
4114111050-56	Name of Location: Kindercare Learning Center Location Physical Address: 201 Radio Park Lane Brookhaven PA 19015 Contact Person: Jane Mahle	610-876-7780	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-57	Name of Location: Kindercare Learning Center 300222 Location Physical Address: 6 School Lane Folcroft PA 19032 Contact Person: Kathy Stanley	610-534-7677	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-58	Name of Location: Kindercare Learning Center 1072 Location Physical Address: 80 Cowpath Road Lansdale PA 19446 Contact Person: Christina Fort	215-368-0242	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

COUNTY CODE: 23 PELICAN ID: 12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

FEIN: 47-4478313

Legal Entity Name: KUEHG Corp

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
411411050-59	Name of Location: Kindercare Learning Center 224 Location Physical Address: 211 North Henderson Road King of Prussia PA 19406 Contact Person: NA	610-265-4115	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-62	Name of Location: Kinder Care Learning Center Location Physical Address: 6 Creek Parkway Upper Chichester PA 19061 Contact Person: NA	610-485-5230	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-65	Name of Location: Kinder Care 073079 Location Physical Address: 420 Belmont Avenue Bala Cynwyd PA 19004 Contact Person: Kasey Johnson	610-983-3626	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

COUNTY CODE: 23 PELICAN  
12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

4114111050-

ID:

Legal Entity Name: KUEHG Corp

FEIN: 47-4478313

APPENDIX E (Continued)

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
4114111050-66	Name of Location: Kinder Care Learning Cnt 1405 Location Physical Address: 331 Schuylkill Road Phoenixville PA 19460 Contact Person: NA	610-983-3626	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-67	Name of Location: Kinder Care Learning Centers 704 Location Physical Address: 451 South Olds Boulevard Fairless Hills PA 19030 Contact Person: Jennifer Hensor	215-943-9539	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
4114111050-68	Name of Location: Kinder Care Learning Centers Location Physical Address: 200 Whitford Hills Road Downtown PA 19335 Contact Person: NA	610-269-6555	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

COUNTY CODE: 23 PELICAN ID: 12.14.16.23.24.26.29.30.31.32.36.38.39.41.42.45.46.53.54.56.57.58.59.62.64.65.66.67.68.69.73.74.75.77.79.82

FEIN: 47-4478313

Legal Entity Name: KUEHNG Corp

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
411411050-69	Name of Location: Kindercare Learning Center Location Physical Address: 5016 Pennell Road Aston PA 19014 Contact Person: Francine Lochman	610-494-6202	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-73	Name of Location: Kindercare Learning Center Location Physical Address: 3715 Kohler Place Camp Hill PA 17011 Contact Person: Lauren Schreiber	717-761-4934	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-74	Name of Location: Kindercare Learning Center 301628 Location Physical Address: 335 Cumberland Parkway Mechanicsburg PA 17055 Contact Person: Amanda Buck	717-791-2707	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

Legal Entity Name: KUEHG Corp FEIN: 47-4478313

**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
411411050-75	Name of Location: Jefferson Child Care Center Location Physical Address: 912 Walnut Street 3 28 Philadelphia PA 19107 Contact Person: Jamella Patterson	215-955-6556	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-77	Name of Location: Kindercare Learning Center 303071 Location Physical Address: 261 Brinton Lake Road Glen Mills PA 19342 Contact Person: Katherine Skulski	484-840-1234	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-79	Name of Location: Kindercare Learning Center Location Physical Address: 2001 Renaissance Boulevard King of Prussia PA 19406 Contact Person: NA	610-313-0909	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group



**APPENDIX E (Continued)**

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
411411050-82	Name of Location: Kindercare Education Location Physical Address: 2018 Naamans Road #C Wilmington DE 19810 Contact Person: NA	302-475-2212	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-64	Name of Location: Kindercare Learning Center 073029 Location Physical Address: 600 G Eden Rd Lancaster PA 17601 Contact Person: Lucy Stauffer	717-569-0761	X Center <input type="checkbox"/> Family <input type="checkbox"/> Group
411411050-14	Name of Location: Kindercare Learning Centers Location Physical Address: 1849 Charter Ln Lancaster PA 17601 Contact Person: Laura Taylor		X Center <input type="checkbox"/> Family <input type="checkbox"/> Group

County Code: 23

PELICAN ID 4114111050-14

**APPENDIX G: PROVIDER SERVICE SCHEDULE**

List the days and hours your provider location offers child care services. Use a separate sheet for each location. Circle AM or PM for each daily start and end time. Only enter time in Session 2 if the location is closed during part of the day, even if you offer multiple shifts. For example if you offer only before- and after-school care, enter 6:00 AM to 9:00 AM in Session 1 and 2:00 PM to 5:00 PM in Session 2. If you offer 24- hour care, place an "X" in the box under "24 Hours".

DAY	<u>Session 1</u>			<u>Session 2</u>			24 Hours
	START TIME	AM / PM	END TIME	START TIME	AM / PM	END TIME	
Monday	6:30	AM	6:00		AM	PM	
Tuesday	6:30	AM	6:00		AM	PM	
Wednesday	6:30	AM	6:00		AM	PM	
Thursday	6:30	AM	6:00		AM	PM	
Friday	6:30	AM	6:00		AM	PM	
Saturday		AM			AM	PM	
Sunday		AM			AM	PM	

County Code: 23

PELICAN ID 4114111050-14

**CERTIFIED PROVIDER AGREEMENT  
APPENDIX H: CAPACITY COMPLIANCE STATEMENT**

Provider AGREES that it will not provide child care services to more than the maximum capacity of children listed on facility Certificate of Compliance at any one time in accordance with the Certificate of Compliance issued to my child care facility and that it will be in compliance at all times with the regulations at 55 Pa. Code/Regulatory Citation number based on your provider type as listed below.

Provider understands that if the number of children in care at the facility exceeds the maximum allowed capacity at any one time, this may impact the status of the Certificate of Compliance and the provider agreement.

Provider understands that the information on this page may be relied upon to make payments from Federal and State funds, and that any false information, statements, or documents or the concealment of material facts may be prosecuted under applicable Federal and State laws, including 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Authorized Provider Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Provider Representative Printed Name and Title: \_\_\_\_\_

Facility Name: KUEHG CORP

Facility Address: 1849 Charter Ln

Lancaster PA 17601

PROVIDER TYPE	REGULATORY CITATION
Center	§ 3270.61
Group	§ 3280.51 and § 3280.61
Family	§ 3290.51

Effective October 1, 2019

Page 23



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Sheree Frazier, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to amend #ELRC 986/22 between the County of Delaware Early Learning Resource Center and Adams Childcare to add site #2 to their Early Learning Resource Center Agreement, due to accepting subsidized clients. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1923-4204-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Amendment #1 adds site #2 located at 5120 Germantown Avenue Philadelphia, PA 19144 to the providers Agreement to accept subsidized childcare clients.

**ATTACHMENTS:**  
[ELRC\\_986\\_22 Adams Childcare\\_Amendment\\_1.pdf](#)

AMENDMENT # 1

FISCAL YEAR 22/23

Agreement # ELRC 986/22

Date of Agreement August 1, 2022

Date of Amendment May 3, 2023

Between: County of Delaware and Adams Childcare

For the following services: Subsidized Day Care

is hereby amended adding new site #2 effective March 1, 2023. See attached Appendix B – Provider’s Closed Days, Appendix C-1 – Provider’s Reported Rates, Appendix C-2 – Provider’s Payment Rates, Appendix G – Provider’s Service Schedule, and Appendix H – Capacity Compliance Statement for site #2 along with a revised Appendix E – Multiple Locations.

The maximum County dollars now available under this Agreement are N/A.

In all other respects, Agreement #ELRC 986/22 is incorporated by reference herein, ratified and in full force and effect.

Provider of Service

County of Delaware

Adams Childcare  
NAME OF AGENCY

\_\_\_\_\_  
COUNTY COUNCIL CHAIR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CLERK

**AGREEMENT #ELRC 986/22**

**For Official Use Only**

**CERTIFIED PROVIDER AGREEMENT**

Type of Care (check one):

- Family Child Care Home (FCCH)
- Group Child Care Home (GCCH)
- Child Care Center (Center)

Legal Entity Name: Adams Childcare

Physical Address: 5120 Germantown Ave  
2nd Floor  
Philadelphia PA 19144

Payment/Mailing Address:

Telephone Number: 267-385-7815 Fax Number (if you have one): 267-419-9102

E-mail Address (if you have one): TADAMSCHILDCARE2@GMAIL.COM

Web Site (if you have one): \_\_\_\_\_

Name of Contact Person: Tyrika Adams

Title of Contact Person: Owner/Operator

FEIN Number: 47-5681909

Social Security Number (Family Child Care only, if no FEIN): \_\_\_\_\_

**Legal Entities with Multiple Locations:**

Legal entities with multiple locations must use Appendix E to list all location-specific information.

**PURPOSE:**

Provider wishes to participate in the Pennsylvania subsidized child care program, Child Care Works. Provider agrees to provide subsidized child care services for those children who are eligible for child care subsidy and authorized for payment by the Early Learning Resource Center (ELRC). This Certified Provider Agreement (Agreement) explains what must be done in order to participate. By signing this Agreement, provider agrees to comply with the requirements of program participation, enforced by the ELRC and the Department of Human Services (DHS). Provider knows that information about the provider's program may be shared with DHS and its agents, including the employees of the ELRC, the Office of Child Development and Early Learning (OCDEL), the Office of Income Maintenance (OIM), the DHS County Assistance Offices (CAO), the Office of State Inspector General (OSIG), the U.S Comptroller General's Office and its agents, the U.S. Department of Health and Human Services and its agents, and the Internal Revenue Service (IRS).

COUNTY CODE: 23

PELICAN ID: 3114311351-1,2

Legal Entity Name: Adams Childcare

FEIN: 47-5681909

Address: 5120 Germantown Ave, 2nd Fl., Philadelphia, PA 19144

Phone Number: 267-385-7815

Legal Entity Contact: Adams Childcare

**APPENDIX E: MULTIPLE LOCATIONS  
(REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
3114311351-1	Name of Location: Adams Childcare Location Physical Address: 5120 Germantown Avenue Philadelphia, PA 19144 Contact Person: Tyrika Adams	267-385-7815	<input type="checkbox"/> Center <input type="checkbox"/> Family <input checked="" type="checkbox"/> Group
3114311351-2	Name of Location: Adams Childcare Location Physical Address: 5120 Germantown Avenue Philadelphia, PA 19144 Contact Person: Tyrika Adams	267-385-7815	<input type="checkbox"/> Center <input checked="" type="checkbox"/> Family <input type="checkbox"/> Group
	Name of Location: _____ Location Physical Address: _____ Contact Person: _____		<input type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group

County Code: 23 PELICAN ID 3114311351-2

**APPENDIX C-1: ELRC SUBSIDIZED CHILD CARE PROVIDER REPORTED RATES, FY 2022 - 2023 (Certified Providers Only)**

Facility Name: Adams Childcare	
Address: 5120 Germantown Ave 2nd Floor	State: PA
City: Philadelphia	County: Philadelphia
Telephone: 267-385-7815	Group
Type of Program: Center	X Family
	Zip: 19144

**Provider's Rate(s):** A copy of your published rate must accompany this form

Enter your current rates. Enter N/A if the service is not provided.	0-12 months	13-24 months	25-36 months	37 months to date child enters Kindergarten	Kindergarten up to 13 <sup>th</sup> birthday SCHOOL YEAR	Kindergarten up to 13 <sup>th</sup> birthday SUMMER ONLY
What is your weekly rate per child for FULL-TIME care (five days per week, Monday through Friday)? Full-Time = 5 or more hours of care per day	\$0.00 per week	\$0.00 per week	\$0.00 per week	\$175.00 per week		\$150.00 per week
What is your weekly rate per child for PART-TIME care (five days per week, Monday through Friday)? Part-Time = less than 5 hours of care per day	\$0.00 per week	\$0.00 per week	\$0.00 per week	\$150.00 per week	\$125.00 per week	

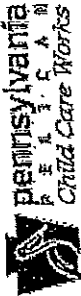
\*  I will accept a blended school year rate.

I confirm that these are my current rates.

Provider Representative Signature and Title \_\_\_\_\_ Date \_\_\_\_\_  
 Print Provider Representative Signature \_\_\_\_\_

\*The subsidized child care program "blended rate" averages rates for 180 part days and 25 full days to create a standard school year rate. This creates one rate for the school year that incorporates days when a child attends child care full day. Failure to accept the blended rate will result in payment of a part-time rate for all 205 days during the school year.





**Regulated Rates Appendix C-2: ELRC SUBSIDIZED CHILD CARE PROVIDER  
PAYMENT RATES EFFECTIVE 03/01/2023**

Provider ID: 3114311351-2

TYRIKA ADAMS  
ADAMS CHILDCARE 2  
5120 GERMANTOWN AVE  
2ND FLOOR  
PHILADELPHIA, PA, 19144-2327

Provider Type: Family

Registration Fee: \$50.00

County: Philadelphia

CARE LEVEL	UNIT OF CARE	SUBSIDY PAYMENT RATE	BLENDED RATE	STARS ADD-ON RATES			
				STAR 1	STAR 2	STAR 3	STAR 4
Infant	Full Time	N/A	N/A	\$0.00	\$2.00	\$8.70	\$13.20
Infant	Part Time	N/A	N/A	\$0.00	\$1.20	\$4.15	\$5.25
Young Toddler	Full Time	N/A	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Young Toddler	Part Time	N/A	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Older Toddler	Full Time	N/A	N/A	\$0.00	\$1.85	\$8.45	\$12.95
Older Toddler	Part Time	N/A	N/A	\$0.00	\$1.10	\$3.95	\$5.00
Preschool	Full Time	\$35.00	\$30.61	\$0.00	\$0.95	\$5.90	\$9.20
Preschool	Part Time	\$30.00	\$25.61	\$0.00	\$0.45	\$2.50	\$3.20
School Age	Full Time	\$30.00	\$25.61	\$0.00	\$0.95	\$5.90	\$9.20
School Age	Part Time	\$25.00	\$25.61	\$0.00	\$0.45	\$2.50	\$3.20

Note: You must add the STAR Add-On Rate for your STAR level to the Subsidy Payment Rate in order to determine your total reimbursement rate for that specific care level.

The full-time subsidy payment rate is paid for five or more hours of child care per day.

The part-time subsidy payment rate is paid for up to four hours and 59 minutes (not five hours) of child care per day.

The blended rate is paid for children attending school during the school year. It combines days during the school year when the child requires part-time care with days during the school year when the child requires full-time care.

Date Generated: 03/14/2023 03:04 PM

COUNTY CODE: 23

PELICAN ID: 3114311351-1.2

FEIN: 47-5681909

Legal Entity Name: Tyrika Adams

Phone Number: 267-385-7815

Address: 5120 Germantown Ave, 2nd Fl, Philadelphia, PA 19144

Legal Entity Contact: Tyrika Adams

**APPENDIX E: MULTIPLE LOCATIONS  
(REGULATED PROVIDERS ONLY)**

List all provider locations included in this Agreement. Please select only one provider type per location.

PELICAN ID (CCIS use only)	PROVIDER LOCATION & ADDRESS	LOCATION PHONE NUMBER	PROVIDER TYPE (one per location)
3114311351-1	Name of Location: Adams Childcare Location Physical Address: 5120 Germantown Avenue Philadelphia PA 19144 Contact Person: Tyrika Adams	267-385-7815	<input type="checkbox"/> Center <input type="checkbox"/> Family <input checked="" type="checkbox"/> Group
3114311351-2	Name of Location: Adams Childcare Location Physical Address: 5120 Germantown Avenue Philadelphia PA 19144 Contact Person: Tyrika Adams	267-385-7815	<input type="checkbox"/> Center <input checked="" type="checkbox"/> Family <input type="checkbox"/> Group
	Name of Location: _____ Location Physical Address: _____ Contact Person: _____	( ) -	<input type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group

County Code: 23

PELICAN ID 3114311351-2

**APPENDIX G: PROVIDER SERVICE SCHEDULE**

List the days and hours your provider location offers child care services. Use a separate sheet for each location. Circle AM or PM for each daily start and end time. Only enter time in Session 2 if the location is closed during part of the day, even if you offer multiple shifts. For example if you offer only before- and after-school care, enter 6:00 AM to 9:00 AM in Session 1 and 2:00 PM to 5:00 PM in Session 2. If you offer 24- hour care, place an "X" in the box under "24 Hours".

DAY	<u>Session 1</u>			<u>Session 2</u>			24 Hours
	START TIME	AM / PM	END TIME	START TIME	AM / PM	END TIME	
Monday	8:00	AM	6:00		AM	PM	
Tuesday	8:00	AM	6:00		AM	PM	
Wednesday	8:00	AM	6:00		AM	PM	
Thursday	8:00	AM	6:00		AM	PM	
Friday	8:00	AM	6:00		AM	PM	
Saturday	8:00	AM	6:00		AM	PM	
Sunday	8:00	AM	6:00		AM	PM	

**APPENDIX B - PROVIDER'S CLOSED DAYS**

The ELRC may pay for up to 15 closed days for which the provider charges private-pay families. The ELRC will not pay a provider for more than 15 closed days for any reason during a fiscal year. Please circle the appropriate choice for the major state-observed holidays and list any additional days you will be closed during the period from July 1, 2022 to June 30, 2023:

<b>MAJOR STATE-OBSERVED HOLIDAYS</b>	<b>DATE</b>	<b>Do Private-Pay Parents Pay For This Closed Day?</b>	<b>If you are <u>not</u> closed on this day, circle OPEN.</b>
Closures on File in Pelican			
<b>ADDITIONAL CLOSED DAYS</b>			

County Code: 23

PELICAN ID 3114311351-1,2

**CERTIFIED PROVIDER AGREEMENT  
APPENDIX H: CAPACITY COMPLIANCE STATEMENT**

Provider AGREES that it will not provide child care services to more than the maximum capacity of children listed on facility Certificate of Compliance at any one time in accordance with the Certificate of Compliance issued to my child care facility and that it will be in compliance at all times with the regulations at 55 Pa. Code/Regulatory Citation number based on your provider type as listed below.

Provider understands that if the number of children in care at the facility exceeds the maximum allowed capacity at any one time, this may impact the status of the Certificate of Compliance and the provider agreement.

Provider understands that the information on this page may be relied upon to make payments from Federal and State funds, and that any false information, statements, or documents or the concealment of material facts may be prosecuted under applicable Federal and State laws, including 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Authorized Provider Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Provider Representative Printed Name and Title: \_\_\_\_\_

Facility Name: Adams Childcare

Facility Address: 5120 Germantown Ave 2nd Floor  
Philadelphia PA 19144

PROVIDER TYPE	REGULATORY CITATION
Center	§ 3270.61
Group	§ 3280.51 and § 3280.61
Family	§ 3290.51

Effective October 1, 2019

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# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Ashley Farr, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Agreements / Contracts / Amendments / Purchases

**SUBJECT:** Approval to amend Contract #ID 129/22 between the Department of Human Services, Intellectual and Developmental Disabilities, and Bancroft NeuroHealth to reflect the legal name as it appears on the Agency's W-9 as Bancroft, A New Jersey Non-Profit Corporation. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1123-4715-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see the attached supporting documents.

### ATTACHMENTS:

- [Bancroft\\_A\\_New\\_Jersey\\_Non\\_Profit\\_Corporation\\_ID\\_129\\_22\\_Summary\\_Page.pdf](#)
- [Bancroft\\_A\\_New\\_Jersey\\_Non\\_Profit\\_Corporation\\_ID\\_129\\_22\\_W\\_9.pdf](#)
- [Bancroft\\_A\\_New\\_Jersey\\_Non\\_Profit\\_Corporation\\_ID\\_129\\_22\\_Confirmation\\_Letter.pdf](#)

Delaware County Human Services Request for Contract Amendment

Program Office: Intellectual and Developmental Disabilities

Provider: Bancroft NeuroHealth

Current Contract Amount: N/A

Current Contract Effective Dates: 7/1/2022 to 6/30/2023

Proposed Contract Amount: N/A

Proposed Contract Increase/Decrease: N/A

Proposed Contract Effective Dates: 5/3/23 to 6/30/2024

Funding (Entire Contract):

Federal Funding Source(s):		Amount:	

State Funding Source(s):	Human Services Block Grant	Amount:	97.94%
	APPR #10255		

Other Funding Source(s):		Amount:	

County Funding:		Amount:	2.06%
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Available Budget (Only for Increase Amount):

SAP Account(s)	1123-4715-631000	Balance:	N/A

*Amendment Statement:*

Human Services - Intellectual and Developmental Disabilities is requesting to amend Contract #ID 129/22 with Bancroft NeuroHealth to reflect the legal name as it appears on the Agency's W-9 as Bancroft, A New Jersey Non-Profit Corporation.

*Amendment Request:*

This request is to amend the agency name on Contract #ID 129/22 from Bancroft NeuroHealth to reflect the provider's legal name on the business W-9 form as Bancroft, A New Jersey Non-Profit Corporation.

*Program Need for Requested Service:*

N/A

Was a Request for Proposal Issued? Yes  No  Date:

Number of Proposals received:

*Summary of Request for Proposal Process:*

N/A

*Rationale for Choosing Current Provider versus Issuing a Request for Proposal:*

N/A

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

The Department of Human Services, Office of Intellectual and Developmental Disabilities does not advertise Request for Proposals as individuals registered with us have choice of provider and services are defined by the Office of Developmental Programs.



Metrics utilized to evaluate provider and results of last assessment:

Programs are subject to several forms of regular review.

- Supports Coordinators review services during quarterly provider monitoring which entail reviewing provider records against the individual's Individual Support Plan, including medications, doctor appointments, and provider service notes. Identified issues are immediately addressed. If needed, the County Office of Intellectual Disabilities is notified of health and safety issues.
- The Office of Developmental Programs allows for each county to review providers they qualify, or where they have the majority of individuals, every 3 years by looking at a sample of the individuals served. Identified issues are either corrected immediately or a plan of correction is issued.
- If a program has no Base funded individuals, it is not reviewed. However, all providers go through the state licensing process every year. If serious deficiencies are noted, the Office of Developmental Programs notifies the counties.

Date Request Discussed with Human Services Director: N/A

Program Approval: [Signature] Date: 3/29/23

Fiscal Approval: [Signature] Date: 3/29/2023

CFO Approval: [Signature] Date: 4.3.23

Human Services Director: \_\_\_\_\_ Date: 4-21-2023

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Bancroft, A New Jersey Non-Profit Corporation**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Non-Profit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**P.O. Box 7478**

6 City, state, and ZIP code  
**Lancaster, PA 17604-7478**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

21			-	06	72	70			
----	--	--	---	----	----	----	--	--	--

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

*Jennifer Cripps*

Date 1/3/2023

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



March 17, 2023

Dear Ms. McArdle:

Thank you for taking my call to discuss the contract for Bancroft, a New Jersey Non-Profit Corporation. Per our conversation, please be informed that the legal name of our organization is Bancroft, a New Jersey Non-Profit Corporation - TIN# 21-0672770. I am requesting that the change be made to the Provider Agreement and then be resubmitted for review and signature.

If you have any questions, please feel contact me directly. We thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Gina R. Burton".

Gina R. Burton  
Associate Vice President, Revenue Cycle Management  
856-348-1181



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Kenneth Collins and Alexandra Fensterer to the Delaware County Drug & Alcohol Planning Council with terms ending September 30, 2025.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Sharon Scattolino, Treasurer

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Tax Collection Refund(s)

**SUBJECT:** Approval of Central Tax Collection Department's request for refunds for the years 2022 and 2023 County Real Estate Taxes for forty-three (43) property owners due to the overpayment of the amount of taxes due.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## PRELIMINARY AGENDA ITEM REPORT

**DATE:** May 2, 2023

**SUBMITTED BY:** Sharon Scattolino, Treasurer

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Tax Collection Refund(s)

**SUBJECT:** Approval of Central Tax Collection Department's request for one hundred twenty-three (123) Court Ordered refunds for the years 2021, 2022 and 2023 for properties in the boroughs of Collingdale, Darby, Lansdowne, Marcus Hook, Prospect Park, Sharon Hill, Swarthmore and Yeadon, and the townships of Bethel, Chadds Ford, Concord, Edgemont, Marple, Middletown, Neither Providence, Newtown, Radnor, Springfield, Thornbury, Upper Darby and Upper Providence in the total amount of \$205,296.52.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** N/A

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**