

**COUNTY OF LEHIGH**  
**Request for Proposals 2019-2024**  
**Personal Emergency System Services**  
**for Lehigh County Area Agency on Aging**  
**Issued on Friday, February 1, 2019**

**Pre-Proposal Conference**

**Friday, March 1, 2019, 8:30 to 10:30 AM**  
**Refer to Section 1, paragraph 1.2 for details**

**Submittal Deadline:**

**Monday, April 1, 2019 2:00 P.M**  
**Section 5, paragraph 5.1 for submittal instructions.**

**County's Point-of-Contact for this RFP**

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**Mailing Address: Lehigh County Aging and Adult Services**  
**17 S. 7<sup>th</sup> Street, Allentown, PA 18101**

**Website: [www.lehighcounty.com](http://www.lehighcounty.com)**

This Request for Proposals (RFP) package consists of 61 pages including this cover page and the Table of Contents page. If the RFP package you received is missing any pages, contact the County of Lehigh point-of contact listed above.

## **Schedule for Proposers Conference on March 1, 2019**

8:30 to 10:30	In-Home Services and PERS
10:30 to 11:00	Older Adult Daily Living Centers
11:00 to 1:00	In-Home Meal Service and Congregate Meals
2:30 to 3:15	Housing, Transportation and Senior Centers
3:15 to 4:00	Legal, Guardianship and Volunteer Services

### **Due to time constraints, this schedule will be strictly adhered to.**

Additional questions not covered at the Proposers Conference may be submitted on the available 5x7 index cards which can be given to a Lehigh County representative at the conference. All questions and answers will be forwarded to all perspective proposers.

## **TABLE OF CONTENTS**

### **SECTIONS**

<b>One</b>	<b>Introduction and Instructions</b>
<b>Two</b>	<b>Method of Vendor Selection</b>
<b>Three</b>	<b>Standard Contract Information</b>
<b>Four</b>	<b>Specifications</b>
<b>Five</b>	<b>Proposal Format and Content</b>
<b>Six</b>	<b>Evaluation Criteria and Process</b>

### **ATTACHMENTS**

<b>Attachment A</b>	<b>Proposed Form of Agreement and General Conditions</b>
<b>Attachment B</b>	<b>Non-Collusion Affidavit Form</b>
<b>Attachment C</b>	<b>RFP Requested Budget and Rates</b>
<b>Attachment D</b>	<b>Narrative Proposal</b>
<b>Attachment E</b>	<b>Unit Rate Certification</b>

## **SECTION ONE - Introduction and Instruction**

### **1.1. Purpose of this Request for Proposals (“RFP”)**

The County of Lehigh (hereinafter “County”), a Home Rule Charter County, with its principal office in Allentown, Pennsylvania is soliciting competitive sealed proposals (a “Proposal”) from professional firms (“Proposers”) that are interested in and capable of providing services to eligible consumers referred by the Lehigh County Aging and Adult Services as further detailed in the specifications of this RFP (inclusive of all tasks, deliverables and products required herein, “Services”) If the County elects to make an award to a Proposer in connection with the Services, the Proposed Form of Agreement and General Conditions included as Attachment A to this RFP as well as all documents incorporated therein shall form the entire agreement between the County and the successful Proposer (“Agreement”). The County is accepting proposals for the following services:

- Employment Services
- Housing (Case Management, Housing Assistance)
- In-Home Support Services (Personal Care, Home Health, Home Support, Homemaker (Adults 18-59))
- Personal Emergency Response Systems (age 60+)
- Legal Assistance
- Life Skills Education (Employment Assistance)
- Meals (Congregate and In-Home Meal Service)
- Medical Physician Consultation Service
- Older Adult Daily Living
- Overnight Shelter/Respite
- Passenger Transportation
- Senior Community Center Services
- Volunteer Services

### **1.2. Pre-Proposal Conference**

A pre-proposal conference will be held in the Lehigh County Government Center Public Hearing Room on Friday, March 1, 2019, beginning promptly at 8:30 AM(see schedule for time of this RFP). The Lehigh County Public Hearing Room is located on the 1<sup>st</sup> floor of the Lehigh County Government Center at 17 S. 7<sup>th</sup> St, Allentown, Pennsylvania, 18101. The purpose of this meeting is to conduct a question and answer session regarding this RFP package to maximize the proposer’s understanding as to what is required. Should questions asked and answers given at the pre-proposal conference potentially alter the intent or scope of the RFP, the County will issue an addendum to the RFP to formally modify the RFP. This RFP cannot be modified by, and Proposers shall not rely on, comments made during the pre-proposal conference except as set forth in an addendum. All Proposers who have received the RFP package from the County will receive notification of the issuance of the addendum. Questions asked and answers given at the pre-proposal conference will be forwarded to all perspective proposers.

### **1.3. Due / Opening Dates**

The deadline for the County’s receipt of Proposals is 2:00 P.M, Monday, April 1, 2019. All information contained in each Proposal shall be treated as confidential so as to avoid disclosure of contents prejudicial to competing Proposers.

### **1.4. Amendments to Submitted, Unopened Proposals**

Amendments to or withdrawals of submitted, unopened Proposals will only be allowed, if

requests are received by the County prior to the Proposal Deadline. No amendments or withdrawals will be accepted after the Proposal Deadline unless they are in response to the County's request.

**1.5. Required Review of RFP Package**

Proposers shall carefully review this RFP for defects, inconsistencies or ambiguities. Comments concerning defects, inconsistencies or ambiguities must be made in writing and received by the RFP's point-of-contact (see cover page), at least fifteen (15) business days prior to the Proposal Deadline. This will allow for the issuance of any necessary addenda.

All questions must be in writing and directed to the RFP's point-of-contact. This RFP cannot be modified except by written addenda issued by the County. The decision on whether an addendum is required shall be made by the County in its sole discretion.

*If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the County. It shall ultimately be the responsibility of the Bidder to check and download Addenda from the County's website.*

**1.6. Receipt of RFP Package**

The County Office of Aging and Adult Services is the sole authority to provide the RFP package to interested companies or individuals. Proposers, who are working from an RFP package obtained from any other source, may be working from an incomplete set of documents. The County assumes no responsibility for an error, omission, or misinterpretation resulting from a Proposer's use of an incomplete RFP package.

Proposers who have received the RFP package from a source other than the County point of contact, are advised to contact the County point of contact to provide their company's name, address, telephone number, fax number, and contact name. This will ensure that the Proposer will receive all communication regarding the RFP such as Addenda.

Proposers who have received the RFP package by downloading it from the County's website, and have not provided their company's information to the County's point of contact are responsible for checking the website to obtain any Addenda issued for the RFP.

**1.7. Preparation Costs**

The County will not be responsible for any costs associated with the preparation, submittal, or presentation of any Proposal. If the County rejects a Proposal or does not award an Agreement to any particular Proposer, the Proposer agrees that it will not seek to recover lost or expected profits, Proposal preparation costs or claims for unjust enrichment.

**1.8. Public Information**

All Proposals and other material submitted become the property of the County and may be returned only at the County's option. Information contained in the Proposals will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104), public records are required to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in

confidence during the evaluation process and prior to the time the Agreement is executed by the County. Thereafter, the Proposals will become public information. Requests for photocopies of public records must be made to the Open Records Officer and will be provided to the requestor for a nominal per page fee.

**1.9. Reservation of Rights**

The County reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- 1.9.1. To reject all Proposals and re-issue the RFP at any time prior to execution of the Agreement; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- 1.9.2. To reject any Proposal if, in the County's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Proposer does not meet the qualification requirements set forth in Section 5 herein, or it is otherwise in the best interest of the County to reject the Proposal.
- 1.9.3. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of the Agreement.
- 1.9.4. To accept or reject any or all of the items in any Proposal and award the Agreement for the whole or only a part of any Proposal if the County determines, in its sole discretion, that it is in the County's best interest to do so.
- 1.9.5. To reject the Proposal of any Proposer that, in the County's sole judgment, has been delinquent or unfaithful in the performance of any contract with the County, is financially or technically incapable, or is otherwise not a responsible Proposer.
- 1.9.6. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the County's sole judgment, material to the Proposal.
- 1.9.7. To permit or reject, at the County's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.
- 1.9.8. To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- 1.9.9. To require that Proposers appear for interviews and/or presentations of their Proposals at County offices.

- 1.9.10. To inspect programs similar in type and scope to the work sought in this RFP and/or to inspect the Proposer's facilities to be used in furnishing goods or services required by the RFP.
- 1.9.11. To conduct such investigations as the County considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

**1.10. RFP Timeline**

Following is the County's estimated timeline for the RFP process:

Issue RFP	Friday, February 1, 2019
Pre-Proposal Conference	Friday, March 1, 2019
Cutoff for Submission of Written Questions	Friday, March 8, 2019
Deadline for Submission of Proposals	Monday, April 1, 2019
Opening of Submitted Proposals	Tuesday, April 2, 2019
County's Review of Proposals	April 2 – April 30, 2019
Issue Notice of Contract Award	Monday, May 6, 2019
Commencement of Work	Monday, July 1, 2019

**SECTION 2 – Method of Vendor Selection**

**2.1. Interviews with Short List Firms**

The County may, in its sole discretion, elect to conduct interviews with one or more Proposers. The purpose of an interview will be to clarify and assure the Proposer's full understanding of, and responsiveness to, the solicitation requirements. Revisions to a Proposal may be permitted after submission and before the County's execution of the Agreement for the purpose of obtaining best and final offers with the County's approval. The individual identified in the Proposal as the Program Manager, must be in attendance at the interview.

**2.2. Right to Negotiate**

The County may elect to initiate negotiations with one or more Proposers for modification of any component of the Agreement, including, without limitation, the scope of services, price or schedule for completion. The option of whether or not to initiate or terminate negotiations rests solely with the County, which may be exercised at any time.

**2.3. Award of Contract**

If the County elects to award Agreements pursuant to this RFP, it intends to award the Agreement(s) to the responsible and responsive Proposer(s) whose Proposal(s) it determines provide the best overall value to the County. The County intends to award a three-year Agreement term with the option of extending the term of the Agreement for two additional one-year periods upon the mutual agreement of the parties. The Vendor should be prepared to begin work on July 1, 2019.

At the option of the County and the agreement of the Proposer, the agreement may be extended for an additional twelve (12) months; at the option of the County and with the agreement of the Proposer, the agreement may be extended for a second additional twelve (12) months. The cost per unit of service for any additional twelve (12) month period shall be negotiated between the County and the Proposer and agreed to no later than ninety (90) days before the end of the prior agreement term. Any increase in the cost per unit of service for any additional twelve (12) month period is limited to the percentage increase provided in the County's

Regular Block Grant categorical allocation. Failure to agree on a guaranteed cost per unit of service provided for any additional twelve (12) months may require the County to re-solicit.

Amounts of services to be purchased by County in any additional twelve (12) month period shall be dependent upon the availability of funds and participant demand.

### **SECTION 3 - Standard Contract Information**

#### **3.1. Standard Agreement Provisions**

The Agreement resulting from the award of this RFP will be governed by the terms and conditions set forth in the Proposed Form of Agreement and General Conditions set forth in Attachment A, attached hereto and incorporated herein. Proposers must detail in their Technical Proposal their reasons for objection to any part of RFP or Proposed Form of Agreement and General Conditions. Hindrance of the award process due to the extent of a Proposer's objection to the form or substance of the RFP or Proposed Form of Agreement and General Conditions may have a negative impact on the County's assessment of that Proposal.

#### **3.2. Agreement Content**

The Agreement will incorporate this RFP, the Proposer's Proposal, and any additional information deemed necessary as a result of the negotiations held with the Vendor.

#### **3.3. Confidentiality of Protected Health Information:**

To the extent applicable, the parties hereto agree to fully comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and all amendments thereto and regulations promulgated thereunder (collectively, "HIPAA"), as well as any other applicable laws or regulations concerning the privacy and security of health information. The successful Proposer agrees at all times to treat any protected health information (as defined by HIPAA), created by or disclosed or otherwise made available to the successful Proposer in connection with the Agreement, in accordance with all federal, state and local laws and regulations regarding the confidentiality of protected health information. Without limitation to other rights and remedies under the Agreement or afforded by law, County may immediately terminate the Agreement if it determines that there has been a material breach of this provision.

To the extent that County meets the definition of a "Covered Entity" or "Business Associate" (as such terms are defined under HIPAA) and the successful Proposer/Vendor is determined by County to meet the definition of a "Business Associate" or "Subcontractor" (as such terms are defined under HIPAA) of County, the successful Proposer and County shall enter into a HIPAA Business Associate Agreement.

## **SECTION 4- Specification**

### **4.1 Summary**

4.1.1 This section of the RFP describes the County's requirements for Personal Emergency Response Systems ("PERS") for eligible consumers as requested by the Lehigh County Area Agency on Aging ("LCAAA/AS"). PERS are electronic devices that enable certain high-risk consumers to receive help in the event of an emergency. PERS services are limited to those consumers who live alone or who are alone for significant parts of the day, have a significant risk for falls, an unstable medical condition, and have no regular caretaker for extended periods of time. The consumer must be cognitively and functionally capable of using these devices.

#### 4.1.1 Aging Program Directive ("APD")/Federal/State - Regulatory References

4.1.1.1 Organizations providing services outlined in these Technical Specifications shall comply with all Federal and State directives as amended listed below:

4.1.1.2 Pennsylvania Department of Aging's Policy and Procedure Manual, which can be found using the following link: <http://www.aging.pa.gov/publications/policy-procedure-manual/Pages/default.aspx>

4.1.1.2.1 Directive 15-01-08 Issuance of Aging Policy and Procedure Manual,

4.1.1.2.2 Chapter IV: OPTIONS,

4.1.1.2.3 Appendix A, OPTIONS Program Service Standards.

4.1.1.3 Appendix F, Availability and Reliability for Critical Operations Power Systems; and Development and Implementation of Functional Performance Tests for Critical Operations Power System ("Appendix F") of the National Electric Code ("NEC")

4.1.2 These Specifications are subject to change based on changes to the above directive(s).

### **4.2 Functional Requirements**

4.2.1 All PERS units must be certified as meeting the standards for the safety and use as outlined in Appendix F of the NEC Requirements.

### **4.3 Item Specifications**

4.3.1 All Standard PERS units shall include/be:

4.3.1.1 Installation in the consumer's home, including any needed jack modifications and devices;

4.3.2 Two-way speaker communication;

4.3.3 Inactivity timer;

4.3.4 Emergency button pendant or bracelet;

4.3.5 Base Unit;

4.3.6 Rechargeable battery;

4.3.7 Anti-failure protection features;

4.3.7.1 Including power failure and low or missing battery alerts;

4.3.8 Six hundred plus (600+) foot range;

4.3.9 Waterproof;

4.3.10 Monitored system check and twenty-four (24) hour battery back-up;

4.3.11 Phone cord;

4.3.12 AC wall plug;

4.3.13 Forty-eight plus (48+) hour battery life between charges; and

4.3.14 The ability to self-test online status of all functions.

4.4 All Cellular PERS shall include/be

4.4.1 Installation in the consumer's home, including any needed phone jack modifications and devices;

4.4.2 Two-way speaker communication;

4.4.3 Inactivity timer;

4.4.4 Emergency button pendant or bracelet;

4.4.5 Base Unit;

4.4.6 Rechargeable battery;

4.4.7 Anti-failure protection features;

4.4.7.1 Including power failure and low or missing battery alerts

4.4.8 Six hundred plus (600+) foot range;

4.4.9 Waterproof;

4.4.10 Monitored system check and twenty-four (24) hour battery back-up;

4.4.11 AC wall plug;

4.4.12 Forty-eight plus (48+) hour battery life between charges;

4.4.13 Minimum of 3G technology; and

4.4.14 The ability to self-test online status of all functions.

4.5 All Mobile PERS shall include/be:

4.5.1 Installation in the consumer's home;

4.5.1.1 Including any needed phone jack modification and devices

4.5.2 Two-way speaker communication;

4.5.3 Inactivity timer;

4.5.4 Emergency button pendant or bracelet;

4.5.5 Base unit;

4.5.6 Rechargeable battery;

4.5.7 Anti-failure features;

4.5.7.1 Including power failure and low or missing battery alert

4.5.8 Six hundred plus (600+) foot range;

4.5.9 Waterproof;

4.5.10 Monitored system check and twenty-four (24) hour battery back-up;

4.5.11 Phone cord;

4.5.12 AC wall plug;

4.5.13 Forty-eight plus (48+) hour battery life between charges; and

4.5.14 The ability to self-test online status of all functions.

4.6 The PERS shall be leased from an emergency medical response system vendor. As part of the Vendor(s)'s monthly charge, the Vendor(s) shall either directly or through subcontracting with another vendor, provide for ongoing provision of online emergency response center services. This shall include:

4.6.1 Response to consumer testing and daily provider testing

4.6.2 Self-auditing and quality control

4.6.3 Repair and replacement

4.6.4 Twenty-four (24) hour staffing by trained operators of the emergency response center three hundred sixty-five (365) days a year.

## 5 **Consumer Qualifications**

5.1 PERS are limited to those individuals that have one or more of the following conditions/situations:

5.1.1 Live alone,

5.1.2 Are alone for significant parts of the day,

5.1.3 Have no regular caretakers for extended periods of time,

5.1.4 Would otherwise require extensive routine supervision,

5.1.5 Limited or absent formal or informal support systems,

5.1.6 The consumer must be at significant risk for falls due to a medical, physical or cognitive reason.

5.1.7 Wear the device and be capable of using it.

5.1.8 Documented history of falls within the last six (6) months that resulted in an injury that required medical or emergency care, and/or

5.1.9 Care access challenges

5.1.10 Homebound and unable to leave their residence without the assistance of another person.

5.2 The use of PERS shall be authorized when all other methods such as informal caregivers, infant monitoring systems, and other less restrictive technology have been demonstrated to be ineffective or unavailable for individual safety.

## 6 **Delivery or Performance Requirements**

6.1 Delivery of Goods and Services must be initiated within five (5) business days of the date of service order request. In exceptional circumstances, service delivery may be expedited upon the verbal request of the LCAAA/AS Care Manager ("Care Manager") or the LCAAA/AS supervision.

6.2 All deliveries shall be made Free on Board (FOB) destination.

6.3 Initiating Service

- 6.3.1 Referrals for service shall be at the discretion of the Care Manager. The Vendor(s) agrees that it is not the sole provider of these services. LCAAA/AS reserves the right to order service from another Vendor if services cannot be provided.
- 6.3.2 The actual amount of service ordered by the Care Manager shall be at the discretion of the LCAAA/AS and shall depend upon the demand/need for service.
- 6.3.3 The actual number of units of service and the number of consumers to be served will vary from month to month based on LCAAA/AS consumers' activity/status.
- 6.3.4 The final decision-making authority to initiate, continue or terminate, service shall rest solely with the Care Manager and the LCAAA/AS.
- 6.3.5 To ensure responsive delivery of services, the Vendor(s) and Care Manager(s) must maintain close communication.
  - 6.3.5.1 All changes shall be authorized by the Care Manager.
  - 6.3.5.2 Vendor(s) shall notify the Care Manager when there is any deviation from the service ordered.
- 6.3.6 All services provided must be consistent with the care plan authorized by the LCAAA/AS Care Manager.

#### 6.4 Installation

- 6.4.1 It shall be the Vendor(s)'s responsibility to deliver and install each PERS unit that is purchased or leased. Services shall be billed in the month that the PERS units are ordered and installed.
- 6.4.2 The Care Manager shall notify the Vendor by phone or secure email of a request for installation. The Vendor shall arrange with the consumer for a mutually convenient appointment within five (5) business days of the notification by the Care Manager.
- 6.4.3 The Vendor shall immediately notify the Care Manager if it is unable to schedule or complete an installation within the required time frame.
- 6.4.4 The Vendor(s) shall provide all parts and equipment necessary for installing a PERS unit.
- 6.4.5 The Vendor(s) shall instruct the consumer in the use and maintenance of the PERS unit and shall provide the consumer with simple written instructions, including how to report a malfunction of the PERS unit.
- 6.4.6 The Vendor(s) shall, upon the request of the consumer or Care Manager, provide additional follow-up instructions to the consumer on operating and maintaining the PERS unit.
- 6.4.7 The Vendor(s) shall forward a form signed by a representative or employee of the Vendor and by the consumer or the consumer's representative confirming the date of the installation and the consumer's understanding of the use and maintenance of the

PERS unit to the Care Manager within five (5) business days of the installation either by mail, secure email, or facsimile.

- 6.4.8 If any applicable regulatory, industry, or manufacturer standards are changed, resulting improvements or updating of equipment, Vendor(s) shall notify the Care Manager and each active consumer with leased equipment shall be provided with new equipment that meets said changed standards.

## 6.5 Maintenance of Equipment and Service

- 6.5.1 PERS equipment shall be maintained in proper working order and guaranteed by the Vendor(s).
- 6.5.2 The Vendor(s) shall make provisions to ensure that each installed PERS is operating properly at least once every week.
- 6.5.3 Testing shall preferably be automated and cause the least possible inconvenience for the consumer.
- 6.5.4 The Vendor(s) shall follow up with the consumers who utilize Vendor(s)'s services ("participants") and notify the Care Manager(s) within twenty-four (24) hours of any PERS that is not operating properly. Malfunctioning equipment shall be repaired or replaced within twenty-four (24) hours of notification or identification.

## 6.6 Suspension and Termination of Service

- 6.6.1 The decision to remove a PERS is at the sole discretion of the Care Manager. For all PERS removals, a primary, informal notification shall be made to the Vendor by phone or secure email from the authorized Care Manager. Formal, written authorization to terminate PERS service shall be sent to the Vendor on the same date as the phone or secure email notification.
- 6.6.1.1 If the Vendor is notified by a consumer's family or other representative to remove the PERS, Vendor must first obtain authorization from the Care Manager before proceeding with the removal.
- 6.6.2 When a participant no longer requires PERS, regardless of the reason, the Care Manager shall discuss with appropriate staff, as needed, and contact the Vendor, so that the PERS may be transferred or removed.
- 6.6.3 When a participant's services are suspended due to admission to the hospital, the Care Manager shall notify and/or authorize the Vendor to take the unit offline. Services shall be resumed to the participant only after the Care Manager notifies the Vendor.
- 6.6.3.1 Payment for leased equipment shall be made at the contracted unit price as long as a unit remains in the home of a participant.
- 6.6.4 The Vendor shall disconnect/remove a PERS from a participant's residence within five (5) business days of notification given by the Care Manager.

## 6.7 Emergencies

6.7.1 Vendor(s) shall have a written contingency plan outlining emergency operation procedures.

6.7.2 Vendor(s) shall maintain, either directly or through a subcontract, a twenty-four (24) hour Emergency Response Center staffed with trained emergency response operators. The Emergency Response Center shall perform the following activities:

6.7.2.1 Respond immediately to any and all signals from participant's PERS equipment and maintain appropriate contact until termination of the emergency situation;

6.7.2.2 Receive, acknowledge, and establish immediate two-way communication in responding to emergency signals from individuals. The Vendor, immediately upon receiving a signal from the participant's PERS, shall retrieve the participant's automated data records, establish immediate two-way voice contact directly with the participant via the incoming signal, and contact the representative or take other emergency action as prescribed in the participant's record;

6.7.2.3 Be capable of responding to multiple emergency signals simultaneously;

6.7.2.4 Notify a third party, participant-designated representative (e.g. a neighbor, police, Emergency Medical System (EMS), etc.), to respond to an emergency via immediate telephone contact and without interrupting or terminating direct voice contact with the individual.

6.7.2.5 Provider shall verify resolution of the alert situation, document the alert for future reference and trending of alerts, and notify the Care Manager within twenty-four (24) hours or the next business day.

6.7.2.6 The emergency response operator shall monitor the provision of emergency service to verify that it has been provided and that the emergency situation no longer exists at the participant's residence.

## 6.8 Staffing and Administrative Policy

### 6.8.1 Staffing and Qualifications

6.8.1.1 Line Staff employees shall possess:

6.8.1.1.1 The ability to work under supervision as an employee of the Vendor;

6.8.1.1.2 The ability to communicate orally with the participant and resource personnel with whom they must work, and both orally and in writing with their supervisor;

6.8.1.1.3 The ability to read, write, follow written instructions, and to converse easily on the telephone;

6.8.1.1.4 The ability to install all types of PERS units provided by the Vendor;

6.8.1.1.5 Training and/or paid or volunteer experience of one year or more, specifically related to the skills required to perform as an emergency response center employee; and

6.8.1.1.6 The ability to provide references as follows:

5.8.1.1.6.1. Two (2) verifiable work references; or

5.8.1.1.6.2. One (1) verifiable work reference indicating a minimum length of employment of one (1) year; or two references, total, from a supervisor and/or instructor from an acceptable training program.

5.8.1.1.6.3 Criminal background clearance on all employees

- **Criminal History Background Checks**

OAPSA, as amended by Act 169 of 1996 and Act 13 of 1997, mandates that specific types of facilities require applicants for employment to submit their applications with a report of criminal history record information.

## 6.8.2 Supervisors

6.8.2.1 Supervisors shall be capable of demonstrating and teaching all job skills needed to perform all aspects of the jobs of their employees.

6.8.2.2 Supervisors shall receive regular supervision by a designated administrative staff person.

6.8.2.3 It is expected that there will be a Supervisor available during working hours.

## 6.8.3 Administrative Staff

6.8.3.1 Sufficient administrative staff shall be employed to ensure the sufficient and effective provision of service under the contract.

## 6.8.4 Consultant Staff

6.8.4.1 Appropriate other staff shall be available for consultation regarding response, operation, training, or other matters requiring professional input.

## 6.8.5 Training

6.8.5.1 In-service training sessions must be offered to all direct participant contact employees. Subject areas covered should relate to relevant aspects of service delivery, trends, or advances in the field, or identified problems or gaps in knowledge. Programs on provider policies and procedures are necessary but should not constitute the majority of any session.

6.8.5.2 The Vendor(s) shall use and have on file written training materials and procedures.

6.8.5.3 Staff shall receive training in how to work with participants having special mental health or other complex needs.

#### 6.8.6 Limited English Proficiency (“LEP”)

6.8.6.1 The Vendor(s) shall take reasonable steps to ensure that persons with LEP have access to services.

6.8.6.2 Language assistance shall be provided through the use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services.

#### 6.8.7 Confidentiality

##### 6.8.7.1 Participant Confidentiality

6.8.7.1.1 Vendor(s) shall maintain the security of participant files.

6.8.7.1.2 Vendor(s) shall pursue every precaution to maintain confidentiality of participant information, particularly when sharing

6.8.7.1.3 Only those portions of the care plan, which pertain to a specific service or Vendor, will be communicated to the appropriate parties involved in providing service to the participant.

6.8.7.1.3.1 Participant permission must be obtained in writing, in order to share this information.

##### 6.8.7.2 Participant Records

6.8.7.2.1 Vendor(s) shall maintain standardized individual files for each participant. The record keeping system must ensure uniformity and consistency in documentation of service provision.

6.8.7.2.1.1 The participant’s record must contain copies of the following information:

6.8.7.2.1.1.1 Social Assistance Management Software (“SAMS”), service order received from the LCAAA/AS Care Manager

6.8.7.2.1.1.2 The start date of service

6.8.7.2.1.1.3 Documentation of:

6.8.7.2.1.1.3.1 Each visit made to the PERS participant,

6.8.7.2.1.1.3.2 Each activation/reactivation of the participant’s PERS service,

6.8.7.2.1.1.3.3 Each deactivation/suspension of the participant’s PERS service,

- 6.8.7.2.1.1.4 Each signal received from the participant's PERS,
- 6.8.7.2.1.1.5 Worker's comments and observations concerning the participant's condition and his/her response to service, including the reporting of changes and/or problems to the supervisor. Changes and/or problems must be acknowledged by the supervisor, and
- 6.8.7.2.1.1.6 Statements of follow-up action taken by the supervisor, including reporting to the Care Manager.

#### 6.8.8 Back-Up Services

- 6.8.8.1 The Vendor(s) shall have a sufficient number of designated alternate installers to deliver service in the absence of the regular installer.
- 6.8.8.2 The Vendor(s)'s emergency service center shall have a number of designated alternate personnel to deliver service in the absence of regular personnel.

#### 6.8.9 Change in Participant Status

- 6.8.9.1 Changes in participant functioning, health, or situation shall be reported to the Care Manager as soon as possible, but no later than the end of the working day on which the change is noted.

#### 6.8.10 Personnel Policies

##### 6.8.10.1 The Vendor(s) shall:

- 6.8.10.1.1 Notify the LCAAA/AS in writing of the changes at the administrative level in advance, if known, or immediately upon such change.
- 6.8.10.1.2 Maintain sound personnel policies structured to minimize personnel turnover which would adversely affect the delivery of service.
- 6.8.10.1.3 Assure availability of a staff person to accept phone communication during normal business hours, and availability of an answering service or on-call staff person to accept communication after business hours.

#### 6.8.11 Exclusions

- 6.8.11.1 It is prohibited for workers to accept gifts, bequests, loans, and/or gratuities from consumers. This prohibition shall appear in the Vendor(s)'s signed agreements with staff, work rules, handbooks, training, job descriptions, and personnel policies.
- 6.8.11.2 Collection of voluntary contributions is specifically prohibited under this contract.
- 6.8.11.3 Workers shall not possess keys to a participant's home.
- 6.8.11.4 Transporting participants in a personal vehicle is prohibited.

6.8.11.5 Money management for participants such as budgeting, paying bills, and casing checks is prohibited.

6.8.11.6 Violation of these rules is cause for dismissal by the Vendor. Failure of the Vendor to enforce these prohibitions is cause for termination of the Agreement.

#### 6.8.12 Electronic Information Management

6.8.12.1 Vendor(s) shall have the capacity/ability to retrieve and submit data, information, reports, and other communication through electronic internet capabilities within a timeframe of not more than ten (10) business days.

6.8.12.2 Failure to receive or read LCAAA/AS communications sent to the Vendor(s)'s email address within the timeframe listed in Paragraph 5.8.12.1 does not absolve the Vendor(s) from knowing, responding to, or complying with the content of that communication.

#### 6.9 Responsibility/Expectations of the Program Office (LCAAA/AS)

6.9.1 The LCAAA/AS shall support the Vendor(s) in meeting service standards and requirements by providing the following:

6.9.1.1 Timely communication and written correspondence regarding mandated applicable Pennsylvania Department of Aging and Lehigh County requirements, and any changes to these requirements that occur during the contract period;

6.9.1.2 Program monitoring and evaluation to assure compliance with Pennsylvania Department of Aging and Lehigh County requirements specified in the terms of this contract;

6.9.1.3 Timely communication and written correspondence regarding the outcome of program monitoring and evaluation activities; and

6.9.1.4 Technical assistance as needed regarding program requirements.

#### 6.10 Performance Evaluation

6.10.1 During the course of a contract year, LCAAA/AS shall monitor the Vendor(s) to validate SAMS Service Order and Delivery, and to ensure that the Vendor(s) is/are following the requirements of the Technical Specifications, applicable policies, and regulatory guidelines. Monitoring tools outlining acceptable evidence shall be used in evaluating compliance with regulatory requirements, service standards, documentation, and reporting requirements. The priorities for evaluation shall be:

6.10.1.1 Compliance on items that potentially pose a direct threat to the safety of consumers and the quality of their care.

6.10.1.2 Compliance on items that potentially pose an indirect threat to the quality of care for

consumers and/or pose a risk management problem for the County.

6.10.1.3 Compliance on administrative items.

6.10.2 Vendors found to be noncompliant with these Specifications shall require an action plan and progressive intervention.

6.10.3 Participation Satisfaction

6.10.3.1 Surveys of participants may be conducted by the LCAAA/AS. Participants from the Vendor(s) will be randomly selected to be surveyed. The expectation is that ninety percent (90%) of the surveyed participants for each Vendor will be satisfied with their service.

7 **Human Relations Act**

The Vendor(s) shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.*, which prohibit discrimination because of race, color, religious, creed, ancestry, age, sex, national origin, or no-job related handicap or disability or the use of a guide or support animal because of blindness, deafness physical handicap, by employers, employment agencies, labor organizations, contractors and others.

8 **Pennsylvania Prevailing Wage Act**

If the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1, *et seq.* is applicable to the supply of the Goods and Services to the County, and the general prevailing minimum wage for each trade, as determined by the Secretary of Labor and Industry, is the minimum that shall be paid to any employee. The complete prevailing minimum wage predetermination, as established for this project, is available in hard copy and can be requested from the County's point-of-contact for this project.

9 **Steel Products Procurement Act**

Special attention is drawn to the provisions of the Commonwealth of Pennsylvania Steel Products Procurement Act 73 P.S. § 1881, *et. Seq.*, and Trade Practice Act, 71 P.S. § 773.101, *et seq.*, with respect to any steel, aluminum or cast-iron product (including machinery and equipment) used in connection with Goods and Services. These laws include certain limitations and prohibitions on the source countries for certain raw products. The Vendor(s) must provide the County with written certification of the source of steel products used before any payments can be made under the Agreement.

--- END OF SPECIFICATIONS ----

## **SECTION 5 - Proposal Format and Content**

### **5.1. Submission of Proposal**

Proposals being submitted must include one (1) original and four (4) copies printed on 8½” x 11” paper, and one (1) electronic copy on a flash drive. Proposals must identify services to be contracted with corresponding Budget and Rate information. The Proposals with the Budget and Rate Sheet must be submitted to: Lehigh County Aging and Adult Services, c/o Tracy MacDonald, Lehigh County Government Center, 17 S. 7<sup>th</sup> Street, Allentown, PA 18101.

The original Proposal shall be marked “original” and each copy and the flash drive of the Proposal must be a complete copy of the original including all attachments and appendixes.

Each Proposal section enumerated in paragraph 5.3 – 5.11 must be clearly identified and tabbed in the submitted Proposal.

### **5.2. Proposal Format**

The County discourages overly lengthy and costly proposals; however, Proposers should follow the format set out herein and provide all of the information requested. For a Proposal to be considered, Proposers must follow the instructions outlined in this RFP.

### **5.3. Transmittal Letter**

Proposals shall include a brief letter which provides the company’s name; address of the main office and any branch offices; telephone and fax number for each office; name, title, telephone number, fax number, and email address of the company’s contact person for the Proposal; a statement that the Proposal is in response to this RFP; and the signature, typed name, and title of an individual who has *actual authority*\* to commit the Proposer to the Proposal. The transmittal letter shall also include an acknowledgement of each RFP addendum received (if applicable), and a statement that the Price Proposal is valid for at minimum ninety (90) days from the Proposal opening date.

*\*Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the company. The Proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the principal officer of the corporation. The Proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.*

### **5.4. Understanding of the Services**

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the Services, and illustrates how their methodology will serve to accomplish the work and meet the County’s schedule. Proposers must describe how they will approach the Services; describe the methods and frequency of interface between your program team members and the County’s program team members in performing the Services; and indicate how often the program manager and the program team members will

be on site in the performance of Services.

## **5.5. Qualification Statement**

5.5.1. Each Proposal shall include, at minimum, the following information about the company:

- 5.5.1.1. The number of years the company has been in business.
- 5.5.1.2. The number of years the company has provided personal emergency system services
- 5.5.1.3. The type of organization of the company. (i.e. Corporation, Partnership, Sole Proprietorship).
- 5.5.1.4. The names and titles of the company's principles.
- 5.5.1.5. The company's most recent annual report or the company's most recent income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of these financial statements.

5.5.2. The following questions should be answered thoroughly as part of the Proposal:

- 5.5.2.1. What is the company's main business focus?
- 5.5.2.2. What are the strengths of the company and how will the County benefit from those strengths?

5.5.3. Each Proposal shall address the company's qualifications for the development and completion of the Services based on the following:

- 5.5.3.1. List and describe the company's experience with federal, state or local government in- personal emergency system services programs as well as other private or non-profit personal emergency system programs. For each listed program include: name and location of program; reference contact name; and telephone number; email address; annual expenditure for a minimum of the past three years; planned contract completion date and actual program completion date; and summary description of the program.
- 5.5.3.2. Include one monitoring report that was supplied to each agency/government.
- 5.5.3.3. Provide a sample admission packet for a new consumer.
- 5.5.3.4. Identify the program manager and submit this individual's credentials (work/program experience and education), evidencing the experience required in Section 4, Clause 4.5.2.1 herein. Include the Proposer's competency requirements for employment eligibility. List the names and titles of your planned program team members and describe their individual levels of experience and expertise with this type of program, evidencing the experience required in Section 4, Clause 4.5.2.1 herein. Include an organizational chart showing the reporting structure of the team members.

- 5.5.3.5. Describe the company's capacity to execute the Services within the proposed schedule. Describe the company's willingness and ability to commit personnel to meet the scope and schedule of the Services. (Include a list of current programs and the anticipated completion dates of these programs.)
- 5.5.4. Each Proposal shall address the licensure requirements for the company and licensure requirements as they pertain to specific employees and their roll in the company.

## **5.6. Conflict of Interest**

- 5.6.1. Each Proposal shall include a conflict of interest statement indicating whether or not any principals in the company, their spouse, or their child is employed by the County of Lehigh, and whether or not the company or any individuals providing Services has a possible conflict of interest, and, if so, the nature of that conflict. Furthermore, Proposers shall complete the Non-Collusion Affidavit Form attached to this RFP as Attachment B and submit an executed copy with its Technical Proposal.
- 5.6.2. To preserve the integrity of County employees and elected officials and to maintain public confidence in the RFP process, the County prohibits the solicitation or acceptance of anything of value by a County employee or elected official from any person seeking to initiate or maintain a business relationship with County departments, boards, commissions, and agencies.
- 5.6.3. Proposers shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County or their designees. Nor shall any Proposer favor any employee, elected official of the County or their designees with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.
- 5.6.4. The County reserves the right to disqualify a Proposer or cancel an award of the Agreement if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be performed by the Proposer. The County's determination regarding any question of conflict of interest shall be final.

## **5.7. Subcontractors**

- 5.7.1. Subcontractors will not be allowed.

## **5.8. Insurance**

Each Proposer must provide with its Proposal a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in the Proposed Form of Agreement and General Conditions.

## **5.9. Counter Terms**

The Proposer shall specify any exceptions or objections taken to this RFP or the Proposed Form of Agreement and General Conditions, attached hereto as Attachment A, for the County to consider when evaluating the Proposal. Each provision the Proposer takes exception to shall be specifically identified (including a citation to the paragraph such provision is found) with the Proposer's suggested modification. It is understood that the Proposer takes no

exception to the provisions of the RFP and form of Agreement not specifically identified as an exception or objection in this section of its Proposal.

**5.10. Alternative Proposals**

Proposers are encouraged to review the scope of Services created by the County and the various task requirements called for within the scope of the Specification. If the Proposer believes that there are alternate methods for meeting any of the RFP requirements different than those envisioned by the County, the Proposer should detail these and submit them as a separate section within the Proposal.

**5.11. Price Proposal (the Price Proposal shall be submitted in a separate sealed envelope for the hard copy and a separate flash drive for the electronic version)**

5.11.1. Price Proposals must include each service and each service must be listed separately.

5.11.1.1. See Attachment C

5.11.2. Proposers are to take into account the project funding available for the services outlined herein as identified in Section 4 – Specifications. /refer to Attachment A, Proposed Form of Agreement and General Conditions, Clause 11, for further details pertaining to funding and allocation.

**SECTION 6 - Evaluation Criteria and Process**

**6.1.** A committee of County personnel representing the functions of the Lehigh County Area Agency on Aging will review and evaluate Proposals submitted in response to this RFP (“Evaluation Committee”). The proceedings of the Evaluation Committee are confidential. Members of the Evaluation Committee are not to be contacted by the Proposers. All communication between a Proposer and the County shall be through Candace L. Noll, Senior Contract Coordinator.

**6.2.** Proposals will be evaluated against the following criteria using a pass/fail determination.

6.2.1. Financial stability of the Proposer (based on our examination of the required financial statements).

6.2.2. Compliance with the essential minimum experience and qualifications of the Proposer.

6.2.3. Compliance with the essential minimum experience and qualifications of the program team members.

6.2.4. Evidence of sufficient levels of insurance coverage.

**6.3.** Proposals must pass this first tier evaluation to move on to the second tier evaluation described below.

6.3.1. Proposals will be evaluated against the following criteria using point-rated scoring.

- 6.3.1.1. Ability (Resource Commitment) – The Proposer’s ability to perform the required service expeditiously. The Proposer must have the resources to be capable of meeting the required program completion schedule.
- 6.3.1.2. Competence (Qualifications of Personnel) – The Proposer’s competence in performing the required service as indicated by the training, education and experience of the personnel assigned to the program team. The Proposer must have in their possession all appropriate and required certifications, permits, and licenses.
- 6.3.1.3. Past Performance – The Proposer’s past performance on similar programs. If the County cannot verify references based on the information provided in the Proposal, the scoring for this criteria factor may be affected.
- 6.3.1.4. Quality and Feasibility (Technical & Organizational Approach) – The quality and feasibility of the Technical Proposal and the Proposer’s understanding of the program’s requirements and the overall goals and objectives of the program.
- 6.3.1.5. Proposal Content/Format – The Proposal’s compliance with the content and format requirements of the RFP.
- 6.3.1.6. Price

## ATTACHMENT A

THIS AGREEMENT (“Agreement”) is entered into by and between the **County of Lehigh** with offices at Lehigh County Government Center, 17 S. 7<sup>th</sup> Street, Allentown, Pennsylvania, 18101 (hereinafter “County”) and **Vendor** with offices at [ ] (hereinafter “Vendor”).

### **Background**

The County desires to engage the Vendor for the delivery of PERS monthly services in accordance with the requirements set forth in the County’s Request for Proposal 2019-2024 inclusive of all addendums (“RFP”), and Vendor’s Proposal thereto dated Month Day, Year, both of which are incorporated in this Agreement by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

#### **1. Definitions**

Capitalized terms not defined herein shall have the meaning set forth in the RFP.

#### **2. Engagement**

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to perform the Services set forth in the RFP on behalf of the County consistent with the terms of this Agreement.

#### **3. Term of Agreement**

This Agreement shall be effective July 1, 2019 through June 30, 2024 unless terminated in accordance with the terms and conditions of this Agreement.

#### **4. Scope of Work**

- 4.1. The Services shall be in accordance with RFP 2019-2024.
- 4.2. The following County employee(s) are hereby authorized to place orders under this Agreement:
  - 1.1.1. Clayton Reed, JR
  - 1.1.2. Tracy MacDonald

#### **5. Time is of the Essence**

Time is of the essence in the performance of this Agreement. The schedule for the performance of Services is identified in RFP 2019-2024. If the completion of Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure substitute Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Services.

#### **6. Fees**

As set forth in Vendor’s Price Proposal dated \_\_\_\_\_, including the Best & Final Offer dated \_\_\_\_\_. See Attachment C.

**7. Notices and Program Manager**

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	<i>County:</i>	<i>Vendor:</i>
Attention	Tracy MacDonald Program Analyst	
Address	Lehigh County Aging and Adult Services 17 S. 7 <sup>th</sup> Street Allentown, PA 18101	
Telephone	610-782-3687	
Fax	610-820-2028	
Email	<a href="mailto:tracymacdonald@lehighcounty.org">tracymacdonald@lehighcounty.org</a>	

Written notices shall be copied to: Lehigh County Aging and Adult Services, Attn: Tracy MacDonald, Lehigh County Government Center, 17 S. 7<sup>th</sup> Street, Allentown, PA 18101.

**8. Invoicing / Payment**

8.1. **Invoices must reference the contract number.** Original invoices shall be submitted via mail to: Lehigh County Aging and Adult Services, Attn: Fiscal Manager, Government Center, 17 S. 7<sup>th</sup> Street, Allentown, PA 18101.

8.1.1. Vendor may submit invoices by the 10<sup>th</sup> of the following month for Services properly performed under this Agreement. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice. Invoices shall contain at a minimum the following information:

- 8.1.1.1. Consumer’s first and last name, and date of birth ;
- 8.1.1.2. Type of service provided;
- 8.1.1.3. Date(s) of service;
- 8.1.1.4. A cover page summary of the number of service provided for all consumers.
- 8.1.1.5. The cover page for the invoice should indicate:
- 8.1.1.6. The date of the invoice and month in which services were provided;
- 8.1.1.7. The total number of service PERS;
- 8.1.1.8. The contracted rate for service;
- 8.1.1.9. The amount owed for each PERS service;
- 8.1.1.10. The total dollar amount due for the month for all service provided.

8.2. The County shall render payment within forty-five (45) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check.

## **9. Insurance**

9.1. The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:

9.1.1. Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate;

9.1.2. Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;

9.1.3. Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

9.1.4. Umbrella/Excess Liability insurance with limits of not less than \$5,000,000 per occurrence and \$5,000,000 aggregate; and

9.1.5. Worker's Compensation insurance in statutory limits;

9.2. Prior to the commencement of the performance of Services, Vendor shall furnish to the County a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the County of Lehigh, its elected officials, agents, and employees as

Additional Insured for "ongoing operations" and "products and completed operations" for a period of three (3) years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Vendor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The County of Lehigh reserves the right to waive the waiver of subrogation for any and all worker's compensation policies that are provided under the State Worker's Insurance Fund (SWIF). The Certificate shall note the program and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: Lehigh County Aging and Adult Services, Attn: Fiscal Manager, 17 S. 7<sup>th</sup> Street, Allentown, PA, 18101. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the Agreement or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

## **10. Precedence**

Where a conflict exists between the RFP and the Vendor's Proposal, the Vendor shall provide the higher quality or quantity of Services except as specifically addressed in this Agreement. Where a conflict exists between these General Conditions and RFP or the Vendor's Proposal, the terms of these General

Conditions shall prevail.

**11. Availability of Appropriated Funds**

The parties agree that any and all payments due from the County, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

**12. Taxes**

The County is exempt from all Federal excise and transportation taxes, and Pennsylvania sales and use tax. The County's registration number with the Internal Revenue Service is 23-1663078. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt the Vendor from the payment of any applicable sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with its performance of Service.

**13. Ownership of Work Product**

The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Vendor in the performance of this Agreement. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with the LCAA/AS and shall remain, at all times, at the Vendor's Office, with a copy sent to the LCAA/AS, however, that Vendor shall have such right of access to such reports, records, and supporting documentation as necessary for the provision of professional services hereunder. The Vendor shall notify the Executive Director of the LCAA/AS, who then shall notify other affected County Officials, anytime the Vendor receives a request for Aging Records. In addition, for Protective Services cases, an in camera review shall be completed before a record is disclosed. Vendor shall notify the County if a motion is filed, so that the County can respond to said motion.

**14. Patents, Copyrights, Trademarks**

Vendor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of deliverables provided in the performance of Services.

**15. Records, Audit and Inspection**

15.1. Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

**15.2. Monitoring**

1.1.1. Vendor shall make available to LCAA/AS during the term of the contract all pertinent financial, program, administrative and personnel records, reports, documents and files

related directly or indirectly to Vendor's activities under and compliance with the contract.

- 1.1.2. LCAA/AS programmatic monitoring shall occur on a day-to-day basis as well as through site visits to be scheduled throughout the contract term. Site monitoring visits shall be conducted at a minimum of once per year.
- 1.1.3. Areas to be monitored may include but are not limited to: invoice submission/accuracy, incidents reports, time sheets, staffing, staff retention, training, supervision, employee records, and consumer satisfaction. Unsatisfactory performance shall jeopardize contract continuation or renewal.
- 1.1.4. Monitoring tools outlining acceptable evidence are used in evaluating compliance with regulatory requirements, service standards, documentation and reporting requirements.
- 1.1.5. Discrepancies during the monitoring visit will be documented by the County and forwarded to the Vendor's Director for review and correction. A follow-up visit may occur to determine the disposition of outstanding improvement recommendations.

#### **16. Warranty**

Vendor warrants to the County that all Services shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform Services, after receiving notification from the County of defects or nonconformance.

#### **17. Indemnity**

Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

#### **18. Force Majeure**

Neither party shall be liable for any failure or delay in its performance resulting from any reasonably foreseeable cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

#### **19. Additional Services**

In the event the Vendor determines that any alteration, modification or addition to the Services is necessary ("Additional Services"), the Vendor shall submit a proposal to the County setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Vendor shall obtain the prior written approval from the County before performing any Additional Services. The Vendor shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the County, the Vendor shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

#### **20. Termination for Convenience**

The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Services performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Vendor be entitled to recover lost or expected profit or termination expenses.

## **21. Termination for Cause**

- 21.1. In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.
- 21.2. In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Proposer shall at the option of the County become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents through the date of termination.
- 21.3. Notwithstanding the above, Vendor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Vendor. The County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damage due the County from Vendor is determined.
- 21.4. In the event that a Vendor's agreement is terminated, whether for cause or through nonrenewal, and a new Vendor is awarded the agreement, the existing Vendor must participate in a plan of transition as developed by County. This plan may include a gradual transfer of consumers to the new agency prior to the end of the existing Vendor's agreement period.
- 21.5. Existing Vendors are prohibited from communicating with consumers regarding changes in Vendor agencies. County will notify all consumers in writing regarding the change in service Vendor.
- 21.6. If this Agreement is only terminated by County in part, Vendor shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Vendor shall take place only after County's evaluation of any and all surrounding circumstances.
- 21.7. After the effective date of any termination by County and except as otherwise stated by County, Vendor shall:
  - 21.7.1. Stop work under this Agreement to the extent specified in such termination notice.
  - 21.7.2. Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.

- 21.7.3. Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.
- 21.7.4. Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.
- 21.7.5. Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.
- 21.8. The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.
- 21.9. If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.
- 21.10. If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Vendor's compensation shall be made.

**22. Claims for Consequential and/or Incidental Damages**

The Vendor waives claims against the County for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

**23. Release of Liens**

Before any payment hereunder shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

**24. Assignment**

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

**25. Publicity**

Neither Vendor nor any tier subcontractor shall use the name of the County of Lehigh, or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

**26. Compliance with Laws**

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure

and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

### **27. Health and Safety**

The Vendor shall, at all times, control the health, safety and welfare of its employees. Vendor shall:

- 27.1. comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;
- 27.2. promptly report to the County all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 27.3. promptly report to the County all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms;
- 27.4. properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition;
- 27.5. supply the applicable MSDS on all products supplied to the County or used on County property;
- 27.6. use, handle, store and dispose of any hazardous materials or waste while on the County's property in strict compliance with applicable laws and as instructed in the Material Safety Data Sheets(s); and
- 27.7. keep the County's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County. The County may remove waste or store Vendor's tools, equipment and materials if Vendor fails to properly do so and the Vendor shall reimburse the County for any costs incurred, including charges for employee time, within seven (7) days of demand.

### **28. Equal Employment Opportunity**

- 28.1. During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, gender identity or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.
- 28.2. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

- 28.3. Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contracts or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.
- 28.4. It shall be no defense to a finding of noncompliance with this non-discrimination clause that Vendor had delegated some to its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- 28.5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this non-discrimination clause, Vendor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- 28.6. Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further Agreements, and other sanctions may be imposed and remedies invoked.
- 28.7. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- 28.8. Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.
- 28.9. Vendor obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the Agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

### **29. Independent Contractor**

The employees, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venture, or partner of the County.

### **30. Employees of Vendor**

- 30.1. Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.

30.2. Vendor shall advise its employees and agents that:

30.2.1. It is the policy of the County of Lehigh to provide a drug-free work environment. To that end the County prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while performing Services or on County property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

30.2.2. Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.

### **31. Governing Law and Jurisdiction**

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

### **32. Severability**

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

### **33. Reservation of Rights**

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

### **34. Funds from Private Sources**

Vendor agrees that funds under this Agreement shall not be used to replace funds from non-Federal and non-State sources. Vendor further agrees to continue or initiate efforts to obtain support from private sources or other public organizations for services funded under this Agreement.

### **35. Special Efforts in Employment**

Subject to the requirements of merit employment systems, and in accordance with state and federal laws and regulations, the Vendor shall make every possible effort to recruit and hire persons aged 60 and over for staff positions (full-time and part-time) paid under this contract. For positions paid under this contract the Vendor shall not have a policy of mandatory retirement or deny employment to any person on account of age or have a policy of mandatory retirement.

### **36. Regulations**

This Agreement is subject to the provisions set forth in the following regulations: 28 Code of Federal Regulations Part 38, 45 Code of Federal Regulations Part 75 and 2 CFR 200 "Uniform Administrative

Requirements, Cost principles and Audit Requirements for Federal Awards”; 45 Code of Federal Regulations Part 81 – Practice and Procedure for Hearings under Part 80 of this Title; and 45 Code of Federal Regulations Part 90 – Nondiscrimination of the Basis of Age.

- 36.1. In carrying out this Agreement, the Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended and the Water Obstructions Act, Act of June 25, 1913, P.L. 555, as amended.)
- 36.2. Services shall be provided in compliance with 25 Pa. Code\_151 et seq., relating to Environmental Health and Safety regulations for food protection, and 34 Pa. Code\_50.1 et seq., relating to Fire and Panic regulations.
- 36.3. The Vendor agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act, the Flood Disaster Protection Act and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Vendor agrees to comply with the provisions of the National Historic Preservation Act, Executive Order 11593 and the Archaeological and Historic Preservation Act.
- 36.4. The Vendor agrees to fully comply with the Integrity Provisions set forth below and any changes or modification made thereto.
- 36.5. The Vendor agrees to comply with the provisions of the Older Americans Act, as amended Section 312 and 321(b), Protecting Federal Reversionary Interest in Multipurpose Senior Centers.
- 36.6. The Vendor agrees to comply with the provisions of the Drug-Free Workplace Act of 1998 in 41 U.S.C. Chapter 10, s. 701, et seq.
- 36.7. The Vendor agrees to comply with and is subject to all applicable provisions of 41 U.S.C. 4172, including prohibitions on reprisal and notice to employees.
- 36.8. All claims against the County respecting any matter pertaining to this Agreement or any part thereof shall be referred to the Board of Claims (under the Act of May 20, 1937, P.L. 728, as amended).
- 36.9. The Vendor agrees to comply with 28 CFR Part 38, “Partnerships with Faith Based and Other Neighborhood Organizations.”
- 36.10. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg 51225. The County encourages vendor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes cause by distracted drivers.
- 36.11. In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

36.12. In accordance with 2 CFR Part 200, Section 200.318, Vendor attests to the following:

- 36.12.1. That no employee, officer, or agent of the Vendor that participates in the selection, award, or administration of this contract has a real or apparent conflict of interest. Such a conflict of interest would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- 36.12.2. The officers, employees, and agents of the Vendor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors.
- 36.12.3. The Vendor's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity/County.

36.13. In accordance with (2 CFR § 200.326), Appendix II, the Vendor shall comply to the applicable provisions as follows:

36.13.1. Equal Employment Opportunity

- 36.13.1.1. In accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

36.13.2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

- 36.13.2.1. Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Vendor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Vendor must report all suspected or reported violations to the County.

36.13.3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

- 36.13.3.1. Copeland "Anti-Kickback Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Vendor must report

all suspected or reported violations to the County.

36.13.4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

36.13.4.1. 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) applicable for awarded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36.13.5. Rights to Inventions Made Under a Contract or Agreement which shall be applicable for federal funding streams that meet the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

36.13.6. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

36.13.6.1. Applicable for contracts and sub grants of amounts in excess of \$150,000. Vendor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

36.13.7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

36.13.7.1. Vendors with an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

36.13.8. Procurement of Recovered Materials - §200.322

36.13.8.1. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **37. Grievance Procedure**

Vendor will establish a system through which applicants for and recipients of service may present grievances about the operation of the program. Vendor will advise applicants and recipients of their rights to appeal, denial, or exclusion from the program or failure to recognize the recipient's choice of service and of their right to a fair hearing. The Lehigh County Area Agency on Aging appeal process must be followed by the Vendor.

### **38. Notice Required**

All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Vendor shall be pre-approved by the Area Agency and include the statement, "This program is funded, in part, under an Agreement with money allocated by the Pennsylvania Department of Aging, through the Lehigh County Area Agency On Aging."

### **39. Budget Flexibility**

- 39.1. Vendor may reallocate funds within cost centers and/or major objects up to 10% of the amount budgeted for the cost center/major object to which the funds are to be transferred, after informing the Area Agency. Reallocation of funds within cost centers major objects exceeding 10% require prior written approval by the Area Agency. Vendor shall submit copies of any changes in writing to the Area Agency. No amendments or revisions may be made after the end of the third quarter of the annual Agreement period.
- 39.2. Should the "County" or "Department" or "Agency" determine that there are accruals (under spending) in the contract, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30 day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the "entity" when accruals are present and not as a means to modify the scope or term of the contract.

### **40. Earnings of Funds**

- 40.1. Receipt of funds from County, by advance or reimbursement, does not constitute earnings of funds; funds are earned only when an allowable cost is incurred. Any unearned funds paid to Vendor shall be repaid by check to County no later than thirty (30) days after notification by County that said funds are due and owing.
- 40.2. Should the "County" or "Department" or "Agency" determine that there are accruals (under spending) in the contract, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30 day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the "entity" when accruals are present and not as a means to modify the scope or term of the contract.

### **41. Program-Budget Changes**

Vendor shall inform the Area Agency in writing of all proposed changes in program operations, administration, or policy prior to implementation and will implement changes only after Area Agency's approval. The Area Agency reserves the right to approve contracted client service priorities, forms, and service delivery.

#### **42. Eligibility Determination**

- 42.1. Eligibility for service recipients will be determined by the Lehigh County Area Agency on Aging and approved by the Pennsylvania Department of Aging in accordance with the regulations and philosophy of the Older Americans Act and Pa. Act 70.
- 42.2. For Adult Services Block Grant service recipients only, eligibility determination for those persons eligible for Title XX of the Social Security Act will be by the Vendor through the Area Agency and the County Board of Assistance in accordance with the Department of Public Welfare's comprehensive Annual Services Program Plan and Department regulations, and any Department of Aging processes and regulations.

#### **43. Claims Against the County**

The provisions of this Agreement shall be construed in accordance with the provision of the Laws of the Commonwealth of Pennsylvania. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement or any part thereof or any breach of contract arising thereunder must be referred by the Vendor to the Board of Claims pursuant to 61 Pa. C.S. § 1721 et seq. This shall be the exclusive remedy for the Vendor to resolve such questions and disputes if the Vendor and the County are unable to resolve them between themselves. Settlement of disputes under this provision must be prior to the final payment to the Vendor.

#### **44. Integrity Provisions**

- 44.1. It is essential that those who seek to contract with the County observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.
- 44.2. In furtherance of this policy, Vendor agrees to the following:
  - 44.2.1. Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement 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 Vendor or that governs contracting with the County and Commonwealth.
  - 44.2.2. Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County and Commonwealth; County and Commonwealth employees, and which is distributed and made known to all Vendor employees.
  - 44.2.3. Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County or Commonwealth employee to breach the standards of ethical conduct for County or Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
  - 44.2.4. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County and/or Commonwealth official or employee or to any other person at the direction or request of any County and/or Commonwealth official or employee.
  - 44.2.5. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to

give any gratuity to a County official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the County and Commonwealth.

- 44.2.6. Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County or Commonwealth official or employee.
- 44.2.7. Vendor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the agreement, except as provided in the Agreement.
- 44.2.8. Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.
- 44.2.9. Vendor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or

similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to [oig.hotline@usdog.gov](mailto:oig.hotline@usdog.gov) and/or (3) the DOG IOG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdog.gov/oig>.

Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

- 44.2.10. Restrictions and certifications regarding non-disclosure agreements and related matters.
- 44.2.10.1. Vendor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.
- 44.2.10.2. The foregoing is not intended, and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information). Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing the

nondisclosure of classified information.

- 44.2.10.3. In accepting this Agreement, the Vendor
  - 44.2.10.3.1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - 44.2.10.3.2. certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 44.2.10.4. If the Vendor does or is authorized to make sub awards (“sub grants”), procurement contracts, or both
  - 44.2.10.4.1. it represents that
    - 44.2.10.4.1.1. it has determined that no other entity that the Vendor’s application proposes may or will receive award funds (whether through a sub award (“sub grant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - 44.2.10.4.2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - 44.2.10.4.3. it certifies that if it learns or is notified that any sub recipient contractor or subcontractor entity that receives funds under this agreement is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the County, will immediately stop any further obligations of agreement funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 44.2.11. Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104*, or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or a third

party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:

- 44.2.11.1. Approved in writing by the County prior to its disclosure; or
  - 44.2.11.2. Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or
  - 44.2.11.3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - 44.2.11.4. Necessary for purposes of Vendor's internal assessment and review; or
  - 44.2.11.5. Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County; or
  - 44.2.11.6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or
  - 44.2.11.7. Otherwise required by law.
- 44.2.12. Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- 44.2.12.1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - 44.2.12.2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
    - 44.2.12.2.1. Obtaining;
    - 44.2.12.2.2. Attempting to obtain; or
    - 44.2.12.2.3. Performing a public grant or sub grantVendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
  - 44.2.12.3. Violation of federal or state antitrust statutes.
  - 44.2.12.4. Violation of any federal or state law regulating campaign contributions.
  - 44.2.12.5. Violation of any federal or state environmental law.

- 44.2.12.6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- 44.2.12.7. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.
- 44.2.12.8. Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 FR Part 42.
- 44.2.12.9. Debarment by any agency or department of the federal government or by any other state.
- 44.2.12.10. Any other crime involving moral turpitude or business honesty or integrity.

Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged or convicted.

- 44.2.13. If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political

contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- 44.2.13.1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.
- 44.2.13.2. To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- 44.2.14. Vendor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 44.2.15. When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these 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, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
- 44.2.16. Vendor, by submission of its bid or proposal and/or execution of this agreement 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 integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.

44.2.17. Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged County employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of 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 Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.

44.2.18. For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, 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 Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. 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.

44.2.19. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 45.

44.2.19.1. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.

44.2.19.2. "Consent" means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid or proposal terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

44.2.19.3. "Vendor" means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers and owners having more than a five percent interest in Vendor.

44.2.19.4. "Financial interest" means:

44.2.19.4.1. Ownership of more than a five percent interest in any business; or

45.2.19.4.2. Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

- 44.2.19.5. “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 grants 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.
- 44.2.19.6. “Immediate family” means a spouse and any unemancipated child.
- 44.2.19.7. “Non-bid basis” means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.
- 44.2.19.8. “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

**45. Debarment/Tax Liabilities**

- 45.1. For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient or provider, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract with the County, or with a person under contract with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.
  - 45.1.1. The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
    - 45.1.1.1. The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.
    - 45.1.1.2. The Vendor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or 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.
  - 45.1.2. The failure of the Vendor to notify the contracting agency 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 County.

- 45.1.3. The Vendor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. 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 Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.
- 45.1.4. Vendor is required to screen their employees and contractors, both individuals and entities, to determine if they have been excluded from participation in Medicare, Medicaid or any other federal health care program. Vendor will immediately notify County of any discovered exclusion of an employee or contractor, either an individual or entity.
- 45.1.5. All employees, vendors, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.
- 45.1.6. Vendor will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.
- 45.1.7. Vendor will use the following databases to determine exclusion status:
- 45.1.7.1. *Pennsylvania Medichcek List*: a data base maintained by the Department that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania's MA Program:
- [http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/medicheckprecludedproviderslist/S\\_001152](http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/medicheckprecludedproviderslist/S_001152)
- Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.
- If an individual's resume indicates that he/she has worked in another state, providers should also check that state's individual list.
- 45.1.7.2. *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the Department makes best efforts to include on the Medichcek List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program:
- <http://oig.hhs.gov/exclusions/index.asp>.

Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

- 45.1.7.3. *U. S. General Services Administration (SAM):* World wide data base maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits:

<https://www.sam.gov/>.

Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

- 45.1.7.4. The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing: [http://www.dgsinternet.state.pa.us/debarment\\_list](http://www.dgsinternet.state.pa.us/debarment_list) or contacting the:

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

#### **46. Examination of Records**

- 46.1. Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this Agreement. The foregoing constitutes "records" for the purpose of this section. Vendor agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by State and Federal personnel and other persons duly authorized by the Area Agency. If Vendor is not a public body, Vendor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1964.
- 46.2. Vendor facilities or such part thereof as may be utilized in the performance of this Agreement and Vendor's records shall be subject at all reasonable times to inspection and audit by the Commonwealth and Federal auditors and other persons duly authorized by the Area Agency.
- 46.3. Vendor agrees that until the expiration of five years after final payment under this Agreement, Federal and Commonwealth auditors and other persons duly authorized by the Area Agency shall have access to and the right to examine any records of the Vendor involving transactions related to this Agreement. Vendor may, in fulfillment of Vendor's obligation to retain Vendor's records, substitute photographs, microphotographs, or other

authentic reproductions of such records after the expiration of two years following the last date of reimbursement to the Vendor.

- 46.4. Vendor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at time prescribed by, and on forms furnished by the Area Agency.
- 46.5. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement. In addition, records which relate to litigations or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the Auditors, shall be retained by the Vendor until such litigations, claims, or exceptions have been disposed of.
- 46.6. During the period of this Agreement, all information obtained by the Vendor shall be made available to the Area Agency immediately upon demand.

#### **47. Progress Reports**

- 47.1. The Vendor shall furnish to the County such progress and periodic reports in such form and quantity as the County may from time to time require, including but not limited to, status reports of the program, proposed budgets, invoices, copies of all contracts executed and proposed and any and all other information relative to the program as may be requested.
- 47.2. In the event that the County determines that the Vendor has not furnished such reports as required by the County, the County, by giving written notice to the Vendor, may suspend payments under this Agreement, until such time as the required reports are submitted.

#### **48. Rights In Data: Copyrights and Disclosure**

- 48.1. Definition: The term "data" as used herein, includes written reports, drawings, studies, computer programs, and work of any similar nature that is required to be delivered under this Agreement. It does not include Vendor's financial reports or other information incidental to Agreement's administration.
- 48.2. Rights in Data: Data submitted to and accepted by the Department under this Agreement shall be the property of the Department and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the Vendor.
- 48.3. Copyrights: Vendor relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Vendor shall not include in the data any copyrighted matter without the written approval of the Department of Aging unless Vendor provides the Department of Aging with written permission of the copyright owner for the Department of Aging to use such copyrighted matter in a manner provided herein. Vendor shall exert all reasonable effort to advise the Department of Aging, at the time of delivery of data furnished under this Agreement, of all invasions of the right to privacy contained therein. The Vendor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the Vendor. This is upon the condition that the Commonwealth shall provide prompt notification in writing of such suit or proceedings, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, the Commonwealth may

participate in the defense of any such action. The Vendor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization. If any of the materials, reports, studies, or computer programs provided by the Vendor are in such suit or proceeding held to constitute infringement and the use of publication thereof is enjoined, the Vendor shall, at his own expense and at his option, either procure the right to publish or continue use of such infringing materials, reports, studies, or computer programs,

replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the Vendor under this paragraph continue without time limit.

#### **49. Americans with Disabilities Act**

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 *et seq.*, the Vendor 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 the activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Vendor 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 of Pennsylvania through contracts with outside providers.

#### **50. Nondiscrimination/Sexual Harassment Clause**

In carrying out the terms of this contract, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

#### **51. Property and Supplies**

51.1. Vendor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase all supplies and equipment over \$3,000.00 by means of a system of competitive bidding as required under the provisions of the Pennsylvania 3<sup>rd</sup> Class County Code, Article XVIII and/or Federal Acquisitions Regulations, as applicable.

51.1.1. Proper bidding procedures shall adhere to Federal Regulations governing procurement outlined in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", as amended. When obtaining written quotations procedures must be in place to ensure that a linkage is maintained with the Small Business Administration and other agencies which are able to assist in identifying small and minority-owned businesses.

51.2. In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation and insurance of property.

## **52. Right to Know Law**

- 52.1. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.
- 52.2. Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County shall notify the provider using the Vendor information provided by the Vendor in this Agreement if the County needs the Vendor’s assistance in any matter arising out of the RTKL. The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.
- 52.3. Upon notification to the Vendor that the County has received a request for records under the RTKL related to this Agreement that may be in the Vendor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Vendor shall:
  - 52.3.1. Provide the County, within five (5) business days after receipt of the County’s written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 52.3.2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- 52.4. If the Vendor 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 information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County and provide within five (5) business days of receiving the County’s written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.
- 52.5. The County will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL.
- 52.6. If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor’s failure, including any statutory damages assessed against the County.
- 52.7. The County will reimburse the Vendor 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.
- 52.8. The Vendor may file a legal challenge to a decision by the County’s decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor’s failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County’s disclosure of Requested Information pursuant to the RTKL.

- 52.9. The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

### **53. Federal and State Audit Requirements**

- 53.1. Vendor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 *et seq*; 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", 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 state or federal government.
- 53.2. If the Vendor is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have an audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
- 53.3. If the Vendor is a for-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have a program-specific audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and in accordance with the laws and regulations governing the programs in which it participates.
- 53.4. If the Vendor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.
- 53.5. In the event an audit is required, the Vendor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed and the report submitted to the County no later than 90 days after the close of the agreement period.
- 53.6. In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Vendor shall not charge its costs of the audit to federal funding streams.
- 53.7. Vendor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Vendor's records during normal business hours. The County shall provide fourteen (14) days notice to Vendor in the event of such an audit.
- 53.8. The County shall advise Vendor of any discrepancies in adherence to this Agreement. Vendor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.
- 53.9. Vendor shall maintain and make available such books, records and documents related to this

Agreement for five (5) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

#### **54. Assurance of Compliance**

- 54.1. The Vendor provides this assurance in consideration of and for the purpose of obtaining Federal Grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.
- 54.2. The Vendor hereby agrees that it will comply with:
  - 54.2.1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulations, 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 Vendor receives Federal financial assistance from the County.
  - 54.2.2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.
  - 54.2.3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that in accordance with Title IX and the Regulations, no person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Vendor received Federal financial assistance from the County.
  - 54.2.4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.
- 54.3. The Vendor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that is binding upon the Vendor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Vendor by the County, this assurance shall obligate the Vendor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure 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. If any

personal property is so provided, this assurance shall obligate the Vendor for the period during which it retains ownership or possession of the property. The Vendor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

**55. Vendor's Commitments**

Any written commitment or representation of Vendor made within the scope of this Agreement shall be binding upon Vendor and is hereby incorporated into this Agreement.

**56. Cooperation in Litigation**

The Vendor shall cooperate fully with the County in any prosecution or defense of any litigations, claims, and threatened litigations. If County becomes involved in any matters involving litigation or threatened litigation against others not including Vendor, Vendor shall cooperate fully with County's efforts to dispose of such matters. Such cooperation shall include, but not be limited to, submission of information, attendance at meetings and appearance in court or before other judicial or quasi-judicial bodies.

**57. Membership Restrictions of Facilities**

Funds awarded by this Agreement shall not be used to hold meetings, conferences, training sessions or other gatherings at any facility which excludes or restricts membership of individuals on account of race, color, religion, national origin, ancestry or gender.

**58. Reporting of Allegations/Suspicious**

58.1 Vendor shall be responsible for resolution of consumer/family allegations against Vendor employees regarding theft and misappropriation, including instituting disciplinary/legal action against the employee if warranted. Vendor shall immediately notify County of all allegations made by or on behalf of a consumer funded under this Agreement.

58.2 All allegations made against any Vendor employee involving consumer abuse, neglect or exploitation shall be immediately reported to County and County's Older Adult Protective Services Unit. Failure to report such allegations shall jeopardize continuation of the agreement. Allegations include consumers Adult (ages 18-59) and Older Adult (60+).

58.3 If any Vendor employee suspects consumer abuse, neglect, exploitation or abandonment by individuals other than Vendor employees, it shall be immediately reported to County's Older Adult Protective Services Unit. Allegations include consumers Adult (ages 18-59) and Older Adult (60+).

**59. Headings**

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

**60. Entire Agreement**

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and may be amended only by a written instrument signed by authorized officials of both parties.

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the company named above his or her signature.

Both parties agree and acknowledge that original signatures are binding to this Agreement.

**County of Lehigh**

**Vendor**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Agreement pursuant to a Proposal. According to the Pennsylvania Antirigging Act, 62 Pa. C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary Proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a Proposal higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any form of Proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent of Proposer)

of \_\_\_\_\_, the Proposer that  
(Name of the Proposer)  
has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal or complementary Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Lehigh or any person interested in the proposed Agreement;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the County of Lehigh, which the Proposer will be required to perform.

I state that \_\_\_\_\_ understands  
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the County of Lehigh in awarding the Agreement for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the County of Lehigh of the true facts relating to the submission of proposals for this Agreement.

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_  
President or Vice President

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Lehigh Aging Adult Services

Appendix B (Budget and Rates)

	A	B	C	D	E	F	G	H	I	J	K	L
	Vendor	Program	Contracted General Services	Type	From Date 2018/2020	To Date 2018/2020	Contract for Line# 2019 / 2020	Unit of Service 2018/2020	Agency's Current Private Pay / Customary Rate	Agency's MA Rate	Requested Amount for Contract for 2019/2020	Requested Unit of Service for 2019/2020
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## **NARRATIVE PROPOSAL CERTIFICATION**

I certify that I am authorized to submit the NARRATIVE PORTION of our proposal to the above cited RFP announcement, and can bind the agency below in a contractual agreement with the County of Lehigh for the services described herein. Therefore, the agency cited below hereby proposes to furnish and deliver all services as required within the body of the RFP specifications as contained in the provider's Narrative Proposal.

Official Agency / Corporation Name:

---

Official Mailing Address:

---

Federal Identification Number:

---

Signature of Official Authorized to Submit Bid / Bind Agency:

---

Printed Name and Title of Official:

---

Date of Signature:

---

Telephone Number:

---

Email Address:

---

***INCLUDE THIS SHEET WITH YOUR NARRATIVE PROPOSAL SUBMISSION!***

## **UNIT RATE CERTIFICATION**

I certify that I am authorized to submit the UNIT RATE PORTION of our proposal to the above cited RFP announcement, and can bind the agency below in a contractual agreement with the County of Lehigh for the services described herein. Therefore, the agency cited below hereby proposes to furnish and deliver all services as required within the body of the RFP specifications as contained in the provider's Unit Rate and/or Budget Proposal.

Official Agency / Corporation Name:

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Official Mailing Address:

---

Federal Identification Number:

---

Signature of Official Authorized to Submit Bid / Bind Agency:

---

Printed Name and Title of Official:

---

Date of Signature:

---

Telephone Number:

---

Email Address:

---

***INCLUDE THIS SHEET WITH YOUR  
UNIT RATE PROPOSAL SUBMISSION!***