

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8309

DATE 2-6-14

TITLE

## 2013-2014 PEMA GRANT

WHEREAS, the Williamsport Bureau of Fire has been awarded a grant in the amount of \$12,539.50 for the purchase of new equipment and upgrades;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the Bureau of Fire to expend the funds granted under the 2013 PEMA Grant program as per the guidelines outlined in the "Agreement Form" for the referenced project attached hereto.

HEREBY, the appropriate City Officials are hereby authorized to execute any documents necessary to accept the grant.

James Frank

City Clerk

Approved

William Hall

President

# Memorandum

**To:** William Hall, President of City Council and Members of City Council  
**CC:** Mayor Campana, William E. Nichols and City Administration  
**From:** David Dymeck, Deputy Fire Chief *DD*  
**Date:** 1/30/2014  
**Re:** 2013-2014 PEMA Grant

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Attached is a copy of the 2013-2014 PEMA Grant Application in which the Williamsport Bureau of Fire was awarded \$12,539.50.

With this grant we have earmarked projects such as purchase of new Water Rescue motors and for the refurbishment of our 1997 Utility Truck.

Thank you in advance for your time and consideration in this matter. Please contact me with any questions at (570) 327-1602 or email me at [Depfirechief@cityofwilliamsport.org](mailto:Depfirechief@cityofwilliamsport.org).



**For Use By Approving Commonwealth Agencies Only**  
 Signatures commit Commonwealth funding to the above referenced fire  
 company or volunteer ambulance service relative to the Fire Company,  
 Volunteer Ambulance Service Grant Number referenced above.

	
_____ State Fire Commissioner Pennsylvania Emergency Management Agency	_____ Date
Approved as to Form and Legality: Office of General Counsel By: _____ 30-FA-8.0	Approved as to Form and Legality: Office of Attorney General By: _____ 30-FA-8.0
I hereby certify that funds in the amount of <u>\$12,539.50</u> are available under coding: 6022700000-3110050000-6600400	
_____ Comptroller	_____ Date

**APPENDIX A**

B. Purchase of other firefighting, ambulance, or rescue equipment.

**Grant Funds Expended: \$10,000.00**

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
1	40hp jet pump motor	9,500.00	9,500.00
1	9.9hp	500.00	500.00
<b>Project Cost:</b>			<b>\$10,000.00</b>

**APPENDIX A (Continued)**

B. Purchase of other firefighting, ambulance, or rescue equipment.

**Grant Funds Expended: \$3,000.00**

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
1	Emergency lighting package	2,000.00	2,000.00
1	Graphics Package	1,000.00	1,000.00
<b>Project Cost:</b>			<b>\$3,000.00</b>

**Total Cost:** \$13,000.00

After completing this form, mail it to:

**FCVASGP**  
**Office of The State Fire Commissioner**  
**2605 Interstate Drive**  
**Harrisburg, PA 17110-9364**

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY  
FIRE COMPANY AND VOLUNTEER AMBULANCE SERVICE  
GRANT AGREEMENT**

<b>GRANTEE INFORMATION</b>		<b>GRANT NUMBER 2013-141723-Fire</b>	
Williamsport Bureau of Fire 440 Walnut St Williamsport, PA 17701		Site location address (if different than mailing address):	
Has this company ever merged or consolidated with another company? No			
Merger/consolidated companies:		Previous Name	Effective Date
FEIN: 246000719 SAP Number: 141723-001	Local Government Unit: Williamsport	County: LYCOMING	
Name and Title of Grant Preparer: David Dymeck, Deputy Fire Chief		Preparer's Phone Number: Day: (570) 327-1602      Evening: (570) 279-7794	

This document shall constitute the Fire Company and Volunteer Ambulance Service Grant Agreement between the Pennsylvania Emergency Management Agency, hereinafter referred to as PEMA, and the above-named Grantee. This document, and all of the terms and conditions contained herein, shall apply to the grant of all state funds provided to the applicant under the provisions of Act 17 of 2003, as amended, known as the Fire Company and Volunteer Ambulance Service Grant Act. PEMA agrees to award the amount of \$12,539.50 to the Grantee for the project(s) listed in Appendix A and Grantee certifies as follows.

The Grantee Certifies That:

1. The Grantee's agent has the legal authority to execute this Grant Agreement on behalf of the Grantee.
2. The Grantee's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of grant monies provided under the provisions of Act 17 of 2003, as amended.
3. The Grantee is either a "Fire Company" or a "Volunteer Ambulance Service" as defined by Section 102 of Act 17 of 2003, as amended. If requested by PEMA, the Grantee agrees to submit a copy of its Articles of Incorporation, By-laws, Merger or Consolidation Agreement, or some other legal document to PEMA in order to verify that it is either a "Fire Company" or a "Volunteer Ambulance Service."
4. The Grantee certifies that if it is a fire company, it has responded to one or more fire emergencies during the previous calendar year.
5. The Grantee agrees that if it is a fire company, it will actively participate in the Pennsylvania Fire Information Reporting System by the time that a final grant report is due.
6. The Grantee agrees that any grant monies provided by PEMA under the terms and conditions of this Agreement shall be used by the Grantee to improve and enhance the capabilities of the Grantee to provide either firefighting, ambulance and/or rescue services to the citizens of Pennsylvania.
7. The Grantee certifies that the grant funds will be expended according to the Project Budget which is attached as Appendix A and incorporated herein.
8. The Grantee agrees to comply with PEMA's Statement of Policy which is incorporated herein by reference as Appendix B for the administration of this grant program.
9. The Grantee shall submit a final performance report to PEMA by September 2, 2014. Copies of financial documentation verifying expenditures listed in Appendix A shall be provided with the final performance report.
10. The Grantee agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the Grantee. If the Grantee fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the Grantee by any Commonwealth agency or department, including PEMA.
11. PEMA, or its duly authorized representative, shall have access to the records of the Grantee for the purpose of auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance. The Grantee shall maintain a separate and segregated project account for all funds received under this grant.
12. The Grantee agrees to retain all cost supporting records and documentation for a period of three years from the date that it receives its final grant payment from PEMA.
13. The Grantee agrees to comply with the Standard Contract Terms and Conditions for Services which are incorporated herein by reference as Appendix C.

<sup>1</sup> The Grantee's agent must be an elected officer of the organization authorized to execute this agreement on behalf of the organization, such as President, Secretary, Treasurer, Chief, Chairman of the Board, or Executive Director.

**APPENDIX A**

B. Purchase of other firefighting, ambulance, or rescue equipment.

**Grant Funds Expended: \$10,000.00**

Itemized List of Items to be Purchased:

<b>Qty</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>
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**APPENDIX A (Continued)**

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**Grant Funds Expended: \$3,000.00**

Itemized List of Items to be Purchased:

<b>Qty</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>
1	Emergency lighting package	2,000.00	2,000.00
1	Graphics Package	1,000.00	1,000.00
		<b>Project Cost:</b>	<u>\$3,000.00</u>
		<b>Total Cost:</b>	<u>\$13,000.00</u>

## Appendix B

# PROGRAM GUIDANCE FIRE COMPANY AND VOLUNTEER AMBULANCE SERVICE GRANT PROGRAM STATE FISCAL YEAR 2013-2014

### Section 1. Introduction.

(a) The Fire Company and Volunteer Ambulance Service Grant Program (Program) provides grants to improve and enhance the capabilities of fire companies and volunteer ambulance services throughout the Commonwealth of Pennsylvania (Commonwealth) to provide firefighting, ambulance and rescue services. Program funds may be used for projects that are eligible in accordance with Chapter 78 (relating to Grants to Fire Companies and Volunteer Services) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 *et seq.*, as amended by Act 78 of 2012. Eligible projects are defined at 35 Pa.C.S. § 7813 (relating to Award of Grants).

(b) Assistance from the Program is in the form of grants from the Commonwealth to eligible fire companies and volunteer ambulance services for projects which, in the judgment of the Pennsylvania Emergency Management Agency in consultation with the State Fire Commissioner, meet the criteria of Chapter 78 of Title 35, as amended, are in accordance with this Program Guidance, the Program guidelines in this chapter, and meet all Fire Company and Volunteer Ambulance Service Grant Application criteria as stated in the application.

(c) Grants will be not less than \$2,500 and not more than \$15,000 per applicant fire company nor more than \$10,000 per applicant volunteer ambulance service.

(d) Applicants should be aware that the Program expects to receive a large number of applications for the limited funds appropriated from the State Gaming Fund. As such, it is possible that not every application can be fully funded, in which case grants will be awarded on a prorated basis to projects that are determined to be eligible.

(e) The Program expenditures will be charged to funds appropriated to the Fire Company and Volunteer Ambulance Service Grant Program by section 1720-C(c) of The Fiscal Code.

### Section 2. Definitions.

The following words and terms, when used in this chapter, have the following meanings unless the context clearly indicates otherwise:

*Advanced Life Support*--The advanced prehospital and interhospital emergency medical care of serious illness or injury by appropriately trained health professionals and by certified EMT-paramedics.

*Agency*--The Pennsylvania Emergency Management Agency in consultation with the Commissioner.

*Application*--The Fire Company and Volunteer Ambulance Service Grant Program Application.

*Basic Life Support Services*--Prehospital or interhospital emergency medical care and management of illness or injury performed by specially trained and certified or licensed personnel.

*Certification*--Any class of instruction or test that will provide certification at any level that is currently offered in the Commonwealth through the Voluntary Fire Fighter Certification program administered by the Pennsylvania State Fire Academy.

*Certified Personnel*--Any member of the fire or rescue company who is certified at a minimum level of Fire Fighter 1 on or before July 1, 2013 by the National Professional Qualifications Board or by the International Fire Service Accreditation Congress and verified by the Pennsylvania State Fire Academy.

*Chapter 78*-- Chapter 78 (relating to Grants to Fire Companies and Volunteer Services) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 *et seq.*, as amended by Act 78 of 2012.

*Commissioner*--The State Fire Commissioner.

*Equipment*--Any apparatus, equipment or tools ordinarily used by a fire, rescue or ambulance service in the performance of their duties.

*Facility*--A structure or portion thereof intended for the purpose of storage or protection of firefighting apparatus, ambulances and rescue vehicles and related equipment and gear. The term does not include meeting halls, social halls, social rooms, lounges or any other facility not directly related to firefighting or the furnishing of ambulance or rescue services.

*Final Report*--The report to be filed as provided in Section 6 of these Guidelines by the fire company or volunteer ambulance services detailing the expenditure of the funds granted.

*Fire Company*--A volunteer fire company or a municipal fire company located in this Commonwealth.

*Invalid Coach*--A vehicle which is primarily maintained, operated and intended to be used for routine transport of persons who are convalescent or otherwise nonambulatory and do not ordinarily require emergency medical treatment while in transit. Such vehicles shall not be considered ambulance or emergency medical service vehicles.

*OSFC*--Office of the State Fire Commissioner.

*Program*--The Fire Company and Volunteer Ambulance Service Grant Program.

*Regional or Joint Project*--A cooperative agreement wherein any combination of three (3) or more separately chartered fire or rescue companies agree to use all or any portion of their respective grant request to jointly complete any project that qualifies under the Act. To be eligible for a joint project, each company's share shall not be less than \$5,000 per organization.

*Volunteer Ambulance Service*--Any nonprofit chartered corporation, association or organization located in the Commonwealth, which is licensed by the Pennsylvania Department of Health and is not associated or affiliated with any hospital and which is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced life support squads as defined in 28 Pa. Code § 1001.2 (relating to definitions). The term shall not include any corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for the routine transport of persons who are convalescent or otherwise nonambulatory and do not ordinarily require emergency medical treatment while in transit.

*Volunteer Fire Company*--A nonprofit chartered corporation, association or organization located in the Commonwealth which provides fire protection services and which may offer other voluntary emergency services within the Commonwealth. Voluntary emergency services provided by a volunteer fire company may include voluntary ambulance and voluntary rescue services.

*Volunteer Rescue Company*--A nonprofit chartered corporation, association or organization located in the Commonwealth that provides rescue services as part of the response to fires and/or vehicle accidents within the Commonwealth.

### Section 3. Eligibility.

#### (a) Fire Company Grant

(1) Eligible applicants. A fire company as defined in Section 2. To receive grant funds a fire company shall have actively responded to one or more fire or rescue emergencies during the previous calendar year and is officially recognized by the appropriate municipality. The fire company shall also agree to participate in (by FY 2013) and report (by FY 2014) information (incidents) using the Pennsylvania Fire Information Reporting System (PennFIRS).

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78 and the Program. Eligible projects must improve and enhance the capabilities of the fire company to provide firefighting, ambulance or rescue services. Eligible projects are:

- (i) Construction and/or renovation of the fire company's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide fire, ambulance and rescue services. This includes repair, renovation or construction of sleeping quarters (bunk rooms).
- (ii) Purchase of firefighting, ambulance or rescue equipment or repair thereof;
- (iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii); or
- (iv) Training and certification of members.

**Eligible projects initiated on or after July 1st 2013 and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.**

(3) When two or more fire companies have merged/consolidated their use of equipment, firefighters and services within five years preceding the date of the current year application submission deadline, the consolidated entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not consolidated. Proof of merger/consolidation must be provided to the OSFC prior to the approval of grant applications.

(4) To be eligible, a project must cost must be no less than \$2500.

#### (b) Volunteer Ambulance Service Grant

(1) Eligible applicants. A volunteer ambulance service as defined in Section 2.

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78. Eligible projects must improve

and enhance the capability of the ambulance service to provide ambulance, emergency medical, basic life support or advanced life support services. Eligible projects are:

- (i) Construction and/or renovation of the volunteer ambulance service's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide ambulance, emergency medical, basic life support and advanced life support services. This includes repair, renovation or construction of sleeping quarters (bunk rooms).
- (ii) Purchase of ambulance or rescue equipment or repair thereof;
- (iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii); or
- (iv) Training and certification of members.

**Eligible projects initiated after July 1st 2013, and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.**

(3) When two or more ambulance services have consolidated their use of equipment, emergency medical technicians, paramedics and services within five years preceding the date of the current year application submission deadline, the consolidated entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual services (companies) would have been eligible had they not consolidated. Proof of consolidation must be provided to the OSFC prior to the approval of grant applications.

(4) To be eligible, a project must cost must be no less than \$2500.

#### **Section 4. Program Requirements and Instructions.**

(a) The following requirements apply to the program:

(1) Project applications for the grants shall be submitted using either the online web based application process or the paper forms provided by the Office of the State Fire Commissioner (OSFC).

(2) The OSFC reserves the right to:

- (i) Request additional information regarding eligibility;
- (ii) Request additional information regarding proposed use of funds;
- (iii) Require explanation or revision of the applicant's project budget; and
- (iv) Require clarification of the applicant's project narrative.

(3) Incomplete applications will be rejected. An applicant shall carefully follow the instructions for completing either the online or the paper form of the application. Specific information is required as indicated on both the online application and the paper form. Applications not containing required information will be considered incomplete.

(4) The Project Narrative shall provide a detailed and comprehensive description of the project and must include:

- (i) Description of the project(s);
- (ii) Benefits to be realized from the project; and
- (iii) Grant funds to be expended on the project.

#### **Section 5. Application Submission and Approval Procedure.**

(a) The OSFC will mail and post information on the OSFC's website ([www.osfc.state.pa.us](http://www.osfc.state.pa.us)) detailing the grant application process to fire companies and volunteer ambulance services throughout the Commonwealth. A paper application form is available upon written request, if your organization does not have internet access. Request for paper applications shall be in writing and sent to the Office of the State Fire Commissioner, 2605 Interstate Drive, Harrisburg, PA 17110-9364.

(1) The OSFC will provide an online Web based process to gather applicant information and verify project eligibility. The OSFC will provide written information to every fire company and ambulance service regarding the grant program guidelines and the availability of the online applicant information/project eligibility verification process.

(2) Paper submissions will only be accepted if the organization does not have internet access. At the time the availability of the online grant application process is announced, please contact the OSFC at 800-670-3473 about the application and/or project eligibility information. Information will also be available on the OSFC's website.

(b) A fire company or a volunteer ambulance service seeking a grant under this program shall submit a completed online or paper form of the grant application to the OSFC. The application period will remain open for 45 days each year.

(c) Completed applications shall be submitted to the OSFC no later than 4:00 PM Eastern Daylight Saving Time October 24, 2013.

(d) Following receipt of the application, OSFC and PEMA may request additional information. This information may be provided through the online Web-based process, or in writing.

(e) The OSFC shall act to approve or disapprove applications within 60 days of the application submission deadline each year.

Applications received by OSFC which have not been approved or disapproved by the December 23, 2013 shall be deemed approved, subject to the provisions of Chapter 78.

(f) Grant award determinations

(1) Fire Company Grants

(i) A fire company as defined in Section 2 that actively responded to one or more fire or rescue emergencies during the previous calendar year; is officially recognized by the appropriate municipality; agrees to actively participate in the Pennsylvania Fire Information Reporting System; submits a complete application, and; proposes a qualifying project will be eligible for a base award.

(ii) If the base award is only a portion of the applicant's grant request, additional grant funds will be awarded to eligible applicants by applying an award factor to that portion of the applicant's grant request which exceeds the base award. The award factor is determined by dividing the applicant's bonus points by fifteen (15), the highest possible number of points. Award factor points:

Five (5) points will be awarded to an eligible fire or rescue service which uses the grant funding to perform a regional/joint project as found in the definitions.

One (1) point will be awarded for each member of the fire company who meets the definition of certified personnel, up to a maximum of 10 points.

(iii) If necessary, the resultant additional award will be prorated by a factor determined by dividing the total program funds remaining after the base awards have been determined by the total amount of funds requested in excess of the base awards so that all grant awards do not exceed the total grant funds available.

(iv) If funding is not fully distributed after this award factor calculation, the Agency reserves the right to adjust the award factor formula so that all grant funds available are distributed, subject to the provisions of Chapter 78.

(v) Fire company grants to individual fire companies shall not exceed \$15,000.00, and shall be no less than \$2,500.

(2) Volunteer Ambulance Service Grant

An eligible volunteer ambulance service will be eligible for a grant ranging in amount from \$2500 to \$10,000. Awards shall be prorated by a factor determined by dividing the total funds available by the total amount of funds requested so that all grant awards do not exceed the total grant funds available.

**Section 6. Grant Award and Reporting Procedures.**

(a) Grant award notifications will be made as follows:

(1) Applicants that apply for the grant using the online application process will be notified by e-mail.

(2) Applicants that apply for the grant using the paper form will be notified by letter.

(b) At the time grant recipients are notified of their award, and in the same manner, they will be presented with a grant agreement. This grant agreement will contain the details of the grant, including name of recipient, amount of award, project description and terms of the agreement. In the case of fire company grant recipients, they must agree to participate in PennFIRS. The grant agreement must be signed by appropriate representatives of the organization or municipality authorized to bind the recipient organization to the terms of the agreement, and returned to the OSFC for execution by the Commonwealth before grant funds can be released.

(c) The applicant will maintain complete and accurate records with respect to the project. The OSFC will have free access to these records, including invoices of material and services, and other relative data and records, as well as the right to inspect all project work. The applicant shall furnish upon request of OSFC all data, reports, contracts, documents and other information relevant to the project.

(d) The applicant shall, upon completion of the project, but no later than September 2, 2014, file a Final Report with OSFC in a manner and form prescribed by the OSFC. The Final Report will include either paid invoices from a vendor with a zero balance or an invoice and cancelled checks for the fundable projects completed and paid for during the grant cycle (July 1, 2013 – September 1, 2014). Expenditures for debt reduction must include evidence from the lender such as a copy of the cancelled check or letter from the lender showing that the funds were applied to such debt reduction consistent with the terms of the grant agreement. If the invoices or purchases are not identified in your grant application, an amendment to the grant application will be required. Any grant funds not expended by the applicant for the project shall be returned to OSFC prior to or with the filing of the Final Report. Payment should be in the form of a check made payable to the Commonwealth of Pennsylvania. Failure to file a Final Report will be grounds for the OSFC to seek the return of all grant funds awarded.

**Section 7. Program Limitations.**

- (a) This section identifies program limitations that may result from the misuse of the grant funds.
- (b) An applicant may not make or authorize changes to an approved project without first obtaining consent of the OSFC by submitting an on-line or written project amendment.
- (c) The applicant agrees that noncompliance with the conditions of the grant agreement shall be grounds for the recapture of funds provided to the applicant. If the applicant fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the applicant by any Commonwealth agency or department, including PEMA.
- (d) The Agency, or its duly authorized representative, shall have access to the records of the applicant for the purpose of auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance.
- (e) The applicant agrees to retain all cost supporting records and documentation for a period of three years from the date that it receives its final grant payment from the Agency.

**Section 8. Special Provisions**

- (a) An applicant for a grant under this act who is delinquent in loan payments to the Pennsylvania Volunteer Loan Assistance Program, established under the act of July 15, 1976 (P.L. 1036. No. 208), known as the Fire Volunteer Ambulance Service and Rescue Squad Assistance Act, shall agree to use its grant funds to pay any arrears to the Commonwealth or it will not be qualified to receive a grant. Any organization agreeing to this arrangement who fails to make payment to the Commonwealth shall be disqualified from applying to the Program for a period of three years.
- (b) An applicant for a grant under the Program must demonstrate that it complied with all terms of applicable grant agreements regarding the use of the grant money received in previous years or the applicant shall not be eligible to receive a grant in the current year.
- (c) An applicant for a grant under this act who has failed to return a signed grant agreement for any previous grant year will not be permitted to apply for a grant in the current grant year (2013-14), unless the applicant provides the OSFC with a reasonable written explanation as to why it did not claim its grant.
- (d) Any equipment purchased through grant monies that has a service life can be transferred, but not sold to another fire company or volunteer ambulance organization via an appropriate agreement which states that the equipment is transferred from one organization to another and identifies the equipment being transferred. Copies of the agreement should be retained for audit purposes. Such a transfer meets the intent of the Program by allowing approved equipment to be used to improve and enhance the capabilities of other fire or volunteer ambulance services throughout the Commonwealth.
- (e) Should a Fire Company or Volunteer Ambulance Company no longer be officially recognized by the local government, they shall be ineligible to receive a grant under the Program.

**Section 9. Contact Information.**

All applicant inquiries should be directed to:  
Office of the State Fire Commissioner  
2605 Interstate Drive  
Harrisburg, PA 17110-9364  
Toll free 1-800-670-3473  
E-mail - ra-vfcvasgp@pa.gov

## ATTACHMENT C

### STANDARD CONTRACT TERMS AND CONDITIONS

#### **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee Agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

#### **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- 2.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- 3.** Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for 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.
- 4.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- 5.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth 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 Commonwealth.
- 6.** Contractor, 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 Commonwealth official or employee.
- 7.** Contractor, 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 contract, except as provided in the contract.
- 8.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- 9.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, 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 contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a.** Approved in writing by the Commonwealth prior to its disclosure; or
  - b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

- d.** Necessary for purposes of Contractor's internal assessment and review; or
- e.** Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g.** Otherwise required by law.

**10.** Contractor 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 Commonwealth agency contracting 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:

- a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1)** obtaining;
  - (2)** attempting to obtain; or
  - (3)** performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c.** Violation of federal or state antitrust statutes.
- d.** Violation of any federal or state law regulating campaign contributions.
- e.** Violation of any federal or state environmental law.
- f.** 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.
- g.** 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.*
- h.** Violation of any federal or state law prohibiting discrimination in employment.
- i.** Debarment by any agency or department of the federal government or by any other state.
- j.** Any other crime involving moral turpitude or business honesty or integrity.

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

**11.** If this contract was awarded to Contractor on a non-bid basis, Contractor 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 Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

**a.** Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

**b.** Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

**12.** Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

**13.** When Contractor 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, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

**14.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

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

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

**17.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

"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 Contractor 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 Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

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

**c.** "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. "Financial interest" means:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, 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.

### **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

### **AMERICANS WITH DISABILITIES ACT**

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph A. above.

### **CONTRACTOR OFFSET PROVISIONS**

**A.** The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.