

Heritage Community Initiatives

820 Braddock Avenue
Braddock, Pennsylvania 15104
412-351-0535
www.heritageserves.org

Requests for Proposals: Professional and Contracted Services

OBJECTIVE OF THIS SOLICITATION

HERITAGE COMMUNITY INITIATIVES (HERITAGE) has a number of contracts that are expiring in 2021 and, as such, is conducting an open solicitation seeking submissions from organizations providing Professional and Contracted Services in the following areas:

1. Public Transportation Operations – the operation of fixed route or other service delivery type, van shuttles serving the communities of the Mon Valley and connecting with Port Authority of Allegheny County. (Scope of Services provided in Attachment 1)
2. Financial Auditing – the review of financial statements, documents and internal procedures, preparation of required forms and submittals, and compliance with local, state and federal regulations. (Scope of Services provided in Attachment 2)

This is a proposal submission and must include company credentials, applicable experience, personnel qualifications, value-added services and rates/pricing. While price is important, it is not the only criteria in determining award. Proposals will be evaluated in terms of ability to provide quality service, commitment to HERITAGE, and services that add value to the partnership with HERITAGE.

Proposers are required to adhere to all general requirements in this Request for Proposals (RFP) as well as specific requirements detailed in the Attachments for each specialty area's Scope of Services.

It is the sole responsibility of each Proposer to understand federal, state and local regulations as applicable, as well as details of the certifications and forms included as Exhibits in this RFP.

SOLICITATION SCHEDULE

The schedule and deadlines for selecting Professional and Contracted Services providers is located in Table 1. Should any dates change during the solicitation process, HERITAGE will notify interested proposers by sending an email or posting changes on HERITAGE COMMUNITY INITIATIVES website at: <http://www.heritageserves.org/>

TABLE 1: SOLICITATION SCHEDULE AND DEADLINES

TASK	DATE
Legal Notice of RFP Published	Wednesday, March 18, 2021
Submission of Questions	Wednesday, March 24, 2021, by 4 p.m.
Conduct Pre-Proposal Tele-Conference for Transportation Services	Wednesday, March 24 from 1 – 2:30 p.m.
Responses to Questions	Wednesday, March 31, 2021
Submission of Letter of Intent	Wednesday, April 7, 2021, by 4 p.m.
Proposal Submission Deadline	Wednesday, April 14, 2021, by 2 p.m.

Finalists Identified and Notified	Wednesday, April 21, 2021
Finalist Working Sessions/Negotiations	Wednesday, April 28, 2021 & Thursday, April 29, 2021
Agreements Awarded	Friday, April 30, 2021

DESCRIPTION OF HERITAGE COMMUNITY INITIATIVES

HERITAGE COMMUNITY INITIATIVES is a non-profit organization located in Braddock, Pennsylvania that is honored to celebrate our fourth decade of serving families in forty communities within Eastern Allegheny County through our Transportation, Education, and Nutrition programs.

Transportation

For twenty-one (21) years, HERITAGE has been providing service to thousands of riders through our transportation program – Heritage Community Transportation (HCT). HCT, a fixed-route service operating in sixteen (16) largely transit-isolated communities, has provided more than 1.5 million rides for residents. HCT connects individuals and families throughout Eastern Allegheny County to employment, healthcare, education, retail and other essential life services. Heritage is honored to be the only human services nonprofit in the Commonwealth designated as a provider of public transportation.

HERITAGE contracts the operation of this service from a private transportation provider that is responsible for service provision, day-to-day operations, vehicle acquisition, maintenance of vehicles, and collection and tracking of data. HERITAGE does not own any vehicles or facilities for storing and maintaining vehicles.

Heritage Community Transportation operates three bus routes Monday through Saturday in Braddock, East McKeesport, East Pittsburgh, Liberty, McKeesport, Monroeville, North Braddock, North Versailles, Pitcairn, Port Vue, Swissvale, Turtle Creek, Wall, White Oak, Wilkins and Wilmerding. Monday through Friday service operates from approximately 5:00 a.m. to 10:00 p.m., and on Saturdays from approximately 9:00 a.m. to 3:30 p.m. Heritage Community Transportation does not operate on Sundays or major holidays.

Prior to the Coronavirus pandemic (COVID-19), Heritage Community Transportation transported approximately 7,600 passengers a month. During COVID-19, average monthly passengers is 3,500. Specific data related to Heritage Community Transportation’s vehicle hours and miles, and revenue vehicle miles and hours can be found in Attachment 1 – Public Transportation Operations Scope of Work.

Education

Heritage Education Programs – Heritage 4 Kids Early Learning Center and HOST (Heritage Out of School Time) - provide academically driven early learning and enrichment opportunities for more than three-hundred (300) at-risk students from over 20 unique communities. Heritage education programs are licensed by the Department of Public Welfare (DPW) and rated STAR 4, the highest rating available, by Pennsylvania Keystone STARS. Each program is a member of, or accredited by, the National Association for the Education of Young Children (NAEYC) and the Pennsylvania Child Care Association (PACCA).

Nutrition

More than 100,000 meals are served each year by our Nutrition Services, which offers solutions in meal planning, ordering, preparation and delivery while creating healthy options for youth and senior

populations. Heritage has over three decades of experience feeding children under guidelines set forth by the United States Department of Agriculture and the Pennsylvania Department of Education. Heritage's internalize Nutrition program operates under the Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP). Nutrition Services has a history of partnering with programs serving youth and senior populations to provide our region's most vulnerable individuals with the healthy meals they need to thrive.

GENERAL PROVISIONS

This RFP consists of the following sections: **I)** Invitation to Submit Proposals; **II)** Submission Instructions; **III)** Scope of Services for each specialty area; **IV)** Required Certificates, Forms and Other Documents; and **V)** Insurance Requirements. It is the responsibility of the prospective Proposer to assure that it has compiled a complete RFP submission. A copy of this RFP shall be provided to any prospective Proposer that requests an RFP package.

Except to the extent specifically otherwise provided in these instructions to Proposers, HERITAGE COMMUNITY INITIATIVES' Procurement Procedures and Standard Contract Terms are hereby incorporated into these Instructions to Proposers by reference. Unless stated otherwise, terms used in these instructions to Proposers shall have the meanings set forth in the HERITAGE COMMUNITY INITIATIVES' Procurement Procedures and Standard Contract Terms for such terms.

I. Invitation to Submit Proposals

Submissions for all specialty areas must be received by HERITAGE by 2:00 P.M., Wednesday, April 14, 2021. No proposals shall be accepted at another location or after this time and date. One original and five (5) copies should be mailed to or dropped off at:

Heritage Community Initiatives
820 Braddock Avenue
Braddock, Pennsylvania 15104

The exterior of the submission package must be clearly marked with the specific specialty area (as identified on page 1 of this solicitation) for which the Professional Services organization is submitting.

Each Proposer must submit the information required by the RFP instructions. Proposers must sign and submit all certifications and forms included in the RFP Package in Exhibit A as well as any certifications or forms included in each respective Scope of Services Attachment. Failure to do so shall result in the Proposer to be considered non-responsive. The responsibility of submitting a complete and responsive Proposal is solely and strictly that of the Proposer. Submissions received after the time specified above shall not be opened and shall be returned to the Proposer in question.

All proposals will remain valid and binding on the proposer for a period of ninety (90) days from the date of opening.

HERITAGE COMMUNITY INITIATIVES reserves the right to accept any submission or reject any and all submissions on such basis as deemed to be in the best interest of HERITAGE.

Pre-Proposal Conference for Transportation Services

A Pre-proposal Conference for Transportation Services will be held in order to: provide Proposers with additional clarification and further insight into this procurement; disclose any ambiguities, errors or

omissions in this RFP; and/or provide additional information. At the Pre-proposal Conference HERITAGE will entertain questions related to the RFP process and the criteria for selection.

While strongly recommended, attendance at the Pre-proposal Conference is not required as a condition for submitting a proposal. The Pre-proposal Conference will be held at Heritage Community Initiatives, 820 Braddock Avenue, Braddock, PA 15105 on Monday, April 19, 2021 from 1:00 – 2:30 pm.

Questions and Answers

Questions about this solicitation and specialty services must be submitted in writing to Paula McWilliams, President and Chief Executive Officer (CEO) at: info@heritageserves.org. Questions will be accepted until 4:00 P.M., Wednesday, March 24, 2021. If any question submitted makes it necessary for HERITAGE to issue an addendum, the addendum will be furnished to all parties who have requested a copy of the RFP, registered with HERITAGE to receive an RFP document, or otherwise expressed an interest in proposing,

Interest Confirmation Form

Any Professional/Contracted Services firm interested in submitting a proposal for any service identified in this RFP must submit electronically a completed Interest Confirmation Form (Appendix A) to Paula McWilliams, President and CEO, info@heritageserves.org.

Submission of the Interest Confirmation Form is a mandatory step in this solicitation process. Any proposal submitted without first receiving the Interest Confirmation Form will not be considered and will be returned unopened to the Proposer.

Pre Contractual Expenses

Any expenses incurred by Proposers while preparing submissions are the sole responsibility of each Proposer. Pre-contractual expenses are defined as expenses incurred by a Proposer in:

- Preparing its proposal in response to this RFP;
- Submitting the proposal to HERITAGE;
- Negotiating with HERITAGE any matter related to this RFP; or
- Any other expenses incurred by the Proposer prior to date of award.

HERITAGE will not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. The Proposer shall not include any such expenses as part of its proposal.

“RFP” Exclusive Basis of Proposal

This RFP and the associated Scope of Services attachments shall be used by the Proposers as the exclusive basis for preparing any proposal. Any information or understandings, verbal or written, which are not contained in this RFP, associated attachments, or subsequent addenda to this RFP, should not be considered in preparing a proposal.

Subcontracting

The Proposer shall identify in detail any and all subcontractors. HERITAGE may require additional information on subcontractor activities prior to award. The successful Proposer is required to obtain the express written consent of HERITAGE for subcontracting any or all portions of the Agreement.

Submission Review and Interviews

Submissions will be held in confidence and, except for the selected Proposer(s), will not be revealed or discussed with competitors prior to selection. Submissions will be evaluated by HERITAGE’s Selection Committee.

Finalists will be identified and notified on Wednesday April 21, 2021. Interviews conducted Wednesday April 28, 2021 and Thursday April 29, 2021. The selected Professional and Contracted Services providers will be notified on Friday, April 30, 2021.

Postponement of Date for Submitting and/or Reviewing Submissions

HERITAGE reserves the right to postpone the date for submissions and/or the dates for reviewing the submissions. HERITAGE shall give notice of any such change to each prospective Proposer that has submitted a Letter of Intent.

Withdrawal and Binding Effects of Proposal

Submissions may be withdrawn by a Proposer prior to the opening and review of the submissions. A submission may not be withdrawn following the opening. Submissions shall be binding for ninety (90) days.

Modifications, Amendments or Addendums

HERITAGE reserves the right to make modifications, amendments or addendums to this RFP at any time. If HERITAGE determines it is appropriate to revise any portion of this RFP, it will issue a written amendment or written addendum to the RFP. Only written amendments will be binding upon HERITAGE. All amendments will be communicated by HERITAGE to prospective Proposers no later than five (5) days prior to the date of submission.

Right of Acceptance or Rejection

HERITAGE expressly reserves the right to reject any and all proposals in total or in part, cancel and re-solicit, terminate the RFP process, re-solicit the desired services by the same or alternate method of solicitation, or cancel the solicitation entirely.

Confidential Information

All Proposals received become the exclusive property of HERITAGE COMMUNITY INITIATIVES. The laws of the Commonwealth of Pennsylvania govern access to government records. Except as otherwise required by the Commonwealth of Pennsylvania, HERITAGE will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposals, submissions and other documents. Any such proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a “Right to Know” request.

HERITAGE shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Proposer.

The Commonwealth of Pennsylvania has a “Right to Know” law requiring the disclosure to members of the public certain information. HERITAGE cannot guarantee that a Proposer’s request to keep confidential

what the Proposer deems “proprietary, trade secret, or confidential commercial or financial information” will not be subject to disclosure.

II. Submission Instructions

Only Professional/Contracted Services firms that submitted a Letter of Intent by the deadline and accepted by HERITAGE will be permitted to submit proposals. Submissions by each Proposer must be comprised of the items specified below.

Submission Requirements

All proposers should carefully review and base their proposals on this document and the attachment document that details the specialty area’s Scope of Services. Proposers must submit the following to be considered for selection for any of the specialty areas:

a. Cover Letter

Letter must include the name of the firm, name of the person responsible for the submission and with authority to enter into contracts, and contact information including address, phone number and email address.

b. Company Description

The description must include the history of the firm and the firm’s area(s) of expertise, and previous experience providing similar services.

c. Personnel

Identify key personnel by areas of expertise for staff that will be assigned to HERITAGE. Provide a staffing table identifying key personnel including the Project Manager plus resumes and qualifications of each.

d. Description of How Specific Service will be Provided and Managed

Present your understanding of HERITAGE’s need relative to the specialty area on which you are proposing, and how services will be provided and managed. Description should include how communications with HERITAGE will generally occur.

For Public Transportation Operations only - In addition to the previous, describe in detail the following:

- i. Driver-training and re-training program. This *must include* a specific and detailed description of the program especially the details of any classroom or non-driving instruction.
- ii. Rules for staff that provides and manages the service, and the mechanism to enforce those rules.
- iii. Key policies and procedures including COVID-19 sanitization procedures and equipment, Drug and Alcohol, Customer Service, Cell Phone Usage, Tobacco and Smokeless tobacco Products, Driver’s License, Hiring, ADA, Discrimination and Sexual Harassment.
- iv. Safety and Security Plan
- v. Fare collection process including recording fares and tracking fareboxes and cash vaults.

- vi. Description of how the Proposer will manage operations and maintenance activities.
- vii. Vehicle maintenance plan including intervals for preventative maintenance and what maintenance is done at each interval, and record-keeping.
- viii. Description of on-board security cameras and storage of tapes.
- ix. Data integrity plan.
- x. Description of all reports and how information necessary for reporting purposes will be reproduced and provided including examples of reports and invoices.

e. Description of Value-added Services

Beyond the core services requested, please describe how your firm will provide enhanced or complementary services that strengthen the partnership with HERITAGE and improve overall performance.

f. Required Clauses & Certifications

All clauses, certifications and forms attached to this RFP and the respective Scope of Services attachments must be reviewed, executed and submitted with the Proposal. Failure to submit executed clauses, certifications and forms shall be considered non-responsive.

g. References

References including names, telephone numbers and email addresses for three (3) clients for which similar services have been provided.

h. Pricing/Rates

i. For Public Transportation Operations

Price per Revenue Hour of Service (Fixed Route Service Hours) – The hours when the vehicle is available to the general public and there is an expectation of carrying passengers. Revenue service includes layover and recovery time. Revenue service excludes deadhead (pull-out to pull-in); vehicle maintenance testing; and meal breaks.

- Proposers must complete Appendix B “of the Public Transportation Operations Scope of Services Section and submit it in an envelope separate from the proposal and clearly marked “Price Proposal.”

ii. For Financial Auditing

Price Proposal based on Annual Fees:

Provide information for audit and tax fees annually including the estimated number of hours and breakdown of the hourly rates for the Project Manager and key personnel that will be available to HERITAGE to undertake the Financial Auditing Scope of Services in Attachment 2 including hourly labor rate, overhead rate, profit rate, out-of-pocket expenses and whether/how overruns are handled.

i. DBE/MBE

If the Proposer is a certified Disadvantaged Business Enterprise/Women-Owned Business Enterprise (DBD/WBE) please include a copy of your Pennsylvania certification. HERITAGE COMMUNITY INITIATIVES encourages DBE/WBE firms to participate either as a prime or sub consultant.

j. Acknowledgement of Amendments

Acknowledge receipt of any and all amendments (if any) issued as part of this solicitation.

III. Scope of Services

- a. Public Transportation Operations – Scope of Services is provided in Attachment 1
- b. Financial Auditing – Scope of Services is provided in Attachment 2

IV. Required Certifications, Forms and Other Documents

All RFP forms, including Lobbying and Disbarment, must be executed and included with the proposal submission. **SEE EXHIBIT A.**

V. Insurance Requirements

Without limiting any of the other obligations or liabilities of the Professional/Contracted Services provider and unless otherwise specifically modified in each specialty area Scope of Services, the Professional/Contracted Services provider shall, at its own expense, provide and maintain in force until all of its Services have been completed or for the duration specified, insurance coverage. Specific insurance requirements will be provided to the selected Professional/Contracted Services firm upon award notification and prior to entering into an Agreement with HERITAGE.

All coverage shall be placed with an insurance company (ies) duly admitted or licensed in the Commonwealth of Pennsylvania. All insurance carriers must maintain an AM Best Rating of A- or higher and VII or higher. Should an insurance carrier's Best Rating decline below A-VII, or the Professional and Contracted Services provider cannot meet the requirements as stated below, the Contractor/Consultant shall notify HERITAGE immediately.

Specific insurance requirements and levels are identified in each specialty areas Scope of Services in Attachments 1-5. The following, at minimum, will be required:

- Workers' Compensation
- Commercial General Liability
- Automobile Liability
- Certificates of Insurance evidencing coverage with HERITAGE identified as "additional insured"
- Renewal certificates upon expiration or termination
- Indemnifications by Contractor/Consultant holding HERITAGE and its officers, directors, employees and agents harmless from and against any and damages, claims, losses, etc.

BASIS OF SELECTION AND AWARD

HERITAGE Selection Committee(s) will review all submissions. HERITAGE will select one Professional or Contracted Services provider for each specialty area. HERITAGE reserves the right to award a contract based on the original proposal submission without short list interviews or presentations.

Failure to meet submission requirements could result in disqualification.

Evaluation Standards and Scoring Criteria

A complete and responsible submission is one that meets the following standards identified by HERITAGE:

- Has met all the requirements of the RFP and the associated attachments;

- Has the level of experience and demonstrated competency;
- Is determined to be able to successfully complete the respective Scope of Services;
- Has demonstrated a satisfactory performance record and history providing such services;
- Has an exemplary record or reputation of integrity;
- Has personnel that have the necessary skills and experience;
- Has adequate resources, including financial, for the satisfactory performance and completion of this contract; and
- Has proposed a reasonable price.

The Selection Committee(s) will review all submissions for completeness and compliance with requirements, and pricing.

Proposals will be evaluated and scored according to the following:

SCORING CRITERIA	%
Experience providing similar services and client references	10%
Strength of Project Manager and key personnel	10%
Understanding of HERITAGE’s objectives, description of how services will be provided and managed	35%
Value-added services and special benefits offered	10%
Price	35%

Protests

Any Protests with respect to this procurement must be submitted in compliance with the requirement of HERITAGE COMMUNITY INITIATIVES’ Protest Procedures, which are included in **EXHIBIT B**.

EXHIBIT A

CERTIFICATIONS AND FORMS

Potential Proposer Interest Confirmation Form
Acknowledgment of Addenda
Certification
Affidavit of Non-Collusion and Instructions
Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Commonwealth of Pennsylvania Non-Discrimination/Sexual Harassment Clause
Suspension and Debarment
Certification and Restrictions on Lobbying
Contractor Integrity
Pennsylvania Open Records Clause
Americans with Disabilities Act Provisions

Potential Proposer Interest Confirmation Form

If you are interested in this RFP for Professional and Contracted Services, immediately upon receipt please email this confirmation form to the email address provided at the bottom of this page. Failure to do so means you are not interested in the project and do not want any associated addenda information or other project notifications sent to you.

Potential Proposer acknowledges receiving the Request for Proposal for Professional and Contracted Services.

Potential Provider **must** complete the following information:

Contract Specialty Area: _____

Company Name: _____

Company Address: _____

City / State / Zip: _____

Contact Name / Title: _____

Area Code/Telephone Number: _____

Area Code/Fax Number: _____

Email Address: _____

Email the Interest Confirmation Form to Paula McWilliams, President & CEO at info@heritageserves.org.
Telephone: 412.351.0535.

Heritage Community Initiatives
820 Braddock Avenue
Braddock, Pennsylvania 15104
412.351.0535

Acknowledgment of Addenda

Failure to acknowledge receipt of all addenda will cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form

Proposer:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Date

Certification

I, _____, am the person duly authorized to sign on behalf of my organization. I also acknowledge that the information in this proposal is a public record.

To the best of my knowledge and belief, all data in this application is true and correct. My organization guarantees it can and will provide at a minimum all of the services set forth in the Attachment. My organization will comply with the applicable Certifications and Assurances and Heritage Community Initiatives requirements.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

Affidavit of Non-Collusion and Instructions

INSTRUCTIONS

- (1) This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti- bid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- (2) This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully 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 bidder with responsibilities for the associated approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
- (5) The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (6) Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

AFFIDAVIT OF NON-COLLUSION

Name of Project Being Bid On: _____

I hereby swear (or affirm) under the penalty for perjury:

- 1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on behalf (if the bidder is a corporation);
- 2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3. That the contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety or any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- 4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.
- 5. (name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____(name of firm) understands andacknowledges that the above representations are material and important, and will be relied on by

_____(name of firm in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent

concealment from Heritage Community Initiatives of the true facts relating to the submission of bids for this contract.

(Name) (Company Position)

State of _____ County of _____

Sworn and subscribed to before me this date _____ of _____, 20__

Notary Public:

My Commission Expires:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Primary Participant (applicant for a potential contract), _____
_____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default;
5. Are not included on the U.S. General Services Administration’s List of Parties Excluded from Federal or Non-procurement Programs; and
6. The participant is “Actively” registered with SAMS (Service for Award Management), and has been assigned the following DUNS number: _____

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Participant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is disbarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department/agency.

Dated this _____ day of _____, 20__

Authorized Signature

Printed Name and Title

Commonwealth of Pennsylvania Non-Discrimination/Sexual Harassment Clause

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction, or other activity, under a purchase order, contract, or grant with Heritage Community Initiatives.

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person acting on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression or in violation of the PHRA and applicable federal laws, against or intimidate any of employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person acting on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Enclosure 1 to Management Directive 215.16 Amended Page 2 of 2 Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every

subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

Suspension and Debarment

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction, or other activity, under a purchase order, contract, or grant with Heritage Community Initiatives.

The contractor, any officer, its principals and/or any controlling interest holder of the contractor certifies that that it is currently, or has been previously, on any debarred or suspended bidders list maintained by the U.S. Government. The certification in this clause is a material representation of fact relied upon by the Heritage Community Initiatives.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

Certification and Restrictions on Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

State of _____ County of _____

Sworn and subscribed to before me this date _____ of _____, 20____

Notary Public:

My Commission Expires:

Contractor Integrity

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction, or other activity, under a purchase order, contract, or grant with Heritage Community Initiatives.

_____, hereinafter referred to as the Contractor, agrees to and certifies that:

1. DEFINITIONS

- a. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would have an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or Agency.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or Agency, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, Agency shall be deemed to have consented by virtue of execution of this agreement.
 - c. "Contractor" means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than five percent (5%) interest.
 - d. "Financial Interest" means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or Agency.
 3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
 4. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth of Pennsylvania, 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 officer or employee of the Owner or the Commonwealth of Pennsylvania.
 5. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of Agency or the Commonwealth.
 6. Except with the consent of Agency and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
 7. Except with the consent of Agency and Commonwealth, the Contractor shall not have a financial interest

in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify Agency in writing.

9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with Agency or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, Agency (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with Agency or Commonwealth. These rights and remedies are in addition to those the Commonwealth or Agency may have under law, statute, regulations, otherwise.
12. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth, the Federal Government, or Agency except in the following instances:

(if None write NONE)

- 1.
- 2.

CONTRACTOR: _____

BY: _____

Signature

State of _____ County of _____

Sworn and subscribed to before me this date _____ of _____, 20____

Notary Public:

My Commission Expires:

Pennsylvania Open Records Clause

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction, or other activity, under a purchase order, contract, or grant with Heritage Community Initiatives.

The Contractor acknowledges that in Compliance with Pennsylvania’s Right to Know Law, all information within this proposal/bid, including financial information of a bidder/proposer may be provided as a public record, if appropriate pursuant to the discretion of the Agency’s Open Records Officer, after a bid is awarded.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

Americans with Disabilities Act Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction, or other activity, under a purchase order, contract, or grant with Heritage Community Initiatives.

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. The contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

EXHIBIT B

PROTEST

PROCEDURES

PROTEST PROCEDURES

- A. HERITAGE COMMUNITY INITIATIVES reserves the right to postpone bid openings for its own convenience and to reject any or all bids.
- B. Changes to the specifications will be made by addendum.
- C. Prime Contractors and Subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written, documented requests required by the paragraph below.
- D. Protest of specifications must be received by HERITAGE COMMUNITY INITIATIVES, in writing, not less than five (5) business days prior to bid opening or the due date for proposal. Any protests concerning the award of a contract after the bid opening, or after a public announcement of a selected contractor, must be made within five (5) business days after the bid opening or announcement. Any request for a clarification or protest of the specifications must be fully supported with technical data, test results, or other pertinent information to support the bidder's position.
- E. Bidders wishing to protest specifications, bid openings or bid awards may do so by giving written notice to the Executive Director of HERITAGE COMMUNITY INITIATIVES. The protest must provide detailed and factual statement of the grounds for protest and any supporting documentation. The documentation submitted must be fully supported to the extent possible. The protest must also include the desired relief, action, remedy or ruling.
- F. If HERITAGE COMMUNITY INITIATIVES determines a bid opening should be postponed due to a protest, all bidders shall be promptly notified in writing. If the award of the contract has already been made at the time that a bid protest is received, HERITAGE COMMUNITY INITIATIVES will notify the bidder that was given the award that a protest was filed and will delay the issuance of any Notice-to-Proceed until the protest has been disposed of.

If the bids have already been opened but a contract has not yet been awarded, HERITAGE COMMUNITY INITIATIVES will:

- a. Notify all bidders, and,
- b. Not proceed with a bid award until HERITAGE COMMUNITY INITIATIVES has submitted a written response to the protesting bidder and believes the protest to be resolved.