

SECTION 00 8020.4 - COUNTY AMERICAN RESCUE PLAN GRANT REQUIREMENTS

EXHIBIT A

The Grantee acknowledges that the Agreement is subject to all requirements set forth in this Exhibit A, and further agrees that it will comply with future requirements determined by the County as necessary.

A. Compliance with Federal Statutes and Regulations:

The Grantee agrees to comply with all applicable federal statutes and regulations particularly, but not limited to, those regulations that are applicable to Grantee's services as governed by federal regulatory requirements.

B. Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations, particularly, but not limited to, those regulations that are applicable to Grantee's services as governed by state regulatory requirements.

C. Nondiscrimination/Sexual Harassment Provisions:

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 Agreement or any contract, or subcontract, the Grantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, a contractor or any subcontractor or any person on their behalf shall not 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 its employees.
- (3) Neither the Grantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the Agreement, subgrant agreement, contract or subcontract.

- (4) Neither the Grantee nor any 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 Grantee, contractor or any 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 grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, a contractor or any subcontractor shall not 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 any contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- (7) The Grantee and any contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment.
- (8) The Grantee's and each Grantee of a Grantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof.
- (9) The County may cancel or terminate the Agreement and all money due or to become due under this Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.

D. Compliance with Specific Laws:

The Grantee agrees that in addition to the specific laws that may govern with respect to the Grantee contracting, purchasing, bidding and award of contracts, if any, the Grantee will comply with the following Acts, as amended from time to time, as applicable:

Act of March 23, 1978, (P.L. 6, No. 3) known as the "Steel Procurement Act"; Act of October 28, 1983 (P.L. 176, No. 45), known as the "Antibid-Rigging Act"; Act of December 20, 1967 (P.L. 869, No. 385), known as the

“Public Works Contractors’ Bond Law”; Act of August 15, 1961 (P.L. 987, No. 442), known as the “Pennsylvania Prevailing Wage Act”; Act of November 26, 1978 (P.L. 1309, No. 317), known as the “Award and Execution of Public Contract Law”; Act of February 17, 1994 (P.L. 73, No. 7), known as the “Contractor and Subcontractor Payment Act”; Act of January 23, 1974 (P.L. 9, No. 4), referred to as the “Public Contract Bid Withdrawal Act”; Act of April 4, 1984 (P.L. 193, No. 40), known as the “Motor Vehicle Procurement Act”; Act of December 29, 1970 (P.L. 91-596), referred to as the “Occupational Safety and Health Act of 1970”; Public Works Employment Verification Act, Act 127 of 2012 and that any contractors of the Grantee maintain Workers’ Compensation, in statutory limits required by Pennsylvania.

Regardless of whether the Grantee is a for-profit entity or a non-profit entity, if any Grant funds provided by the County are used for a Project that involves construction where the Project cost of work (labor and materials) exceeds \$25,000, the Grantee must pay prevailing wages in accordance with the requirements of the Pennsylvania Prevailing Wage Act. In addition, if the cost of work is between \$25,000 and \$100,00 the Grantee must also require the contractor or general contractor to provide a payment bond for the benefit of claimants providing labor or materials to the general contractor and a performance bond for the benefit of the Grantee each in the amount of 50% of the construction Project cost. Where the cost of work is in excess of \$100,000, the Grantee shall require payment and performance bonds of 100% of the construction Project cost.

Municipal and school district grantees may not be required to get bids for professional services. However, all grantees, whether a municipal or school district grantee or a for-profit entity or a non-profit entity should, in all cases using County-provided grant funds, obtain the best price for the work; accordingly, the County requests the use of requests for proposals (“RFP”) or a similar process for obtaining such services.

E. Integrity Requirements:

The Grantee, its contractors and subcontractors represent that the Grantee, its contractors and subcontractors, have not, and shall not, in connection with this or any other agreement with the County, 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 County.

The Grantee, its contractors and subcontractors shall not, in connection with this or any other agreement with the County, 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 the County.

Except with the consent of the County, Grantee, its contractors and subcontractors shall not accept from, or give, or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Agreement except as provided therein.

Except with the consent of the County, the Grantee shall not have a financial interest in any contractor, subcontractor or supplier providing services labor or material on the Project.

The Grantee, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

The Grantee acknowledges the following County Gift Policy. No County employee or official, any member of his immediate family or any business in which he has a principal interest, shall accept any gift, gratuity or favor from any source doing or seeking to do business with the County or attempting to influence the judgment of such employee or official. Except as otherwise prohibited by law, the foregoing shall not prohibit any office or department from accepting any gift, gratuity or favor of a fair market value (regardless of cost to the donor) of one hundred (\$100.00) dollars or less, provided the gift, gratuity or favor shall be physically retained in the office or department and made available for the use or enjoyment of all employees of the office or department, and provided further, only one such gift from the same donor may be accepted annually. Any offer to an office or department of a gift, gratuity or favor of a fair market value in excess of one hundred (\$100.00) dollars shall be referred to the Board of Commissioners which shall determine at a public meeting whether to accept or reject such gift, gratuity or favor on behalf of the County.

The Grantee, by execution of the Agreement and by the submission of the Application to the County, or any request for payment of Grant funds, certifies and represents that Grantee and none of its board members, elected officials or any employee or representative has not violated any of these provisions.

F. Grantee, Contractor and Subcontractor Responsibility:

The Grantee certifies, for itself and all of its contractors and subcontractors, that as of the date of its execution of the Agreement, that neither the Grantee or any contractor, subcontractors or suppliers are or will be under suspension or debarment by any governmental entity, instrumentality or authority and, if the Grantee cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement

through the termination or expiration date thereof. Accordingly, the Grantee shall have an obligation to inform the County if, at any time during the term of the Agreement, it or any of its contractors, suppliers or subcontractors are suspended or debarred by the state or federal governments, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment. The failure of the Grantee to notify the County of such suspension or debarment shall constitute an event of default of the Agreement with the County.

G. Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101, *et seq.*, the Grantee and its contractors and subcontractors understand and agree that it shall not cause any individual with a disability to be excluded from participation in the Project, or from activities provided for under the Agreement, on the basis of the disability. As a condition of entering into any contract with the Grantee, the Grantee represents that its contractors and subcontractors agree 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 County through contracts with outside parties.

H. Progress Reports:

In addition to any reporting requirements noted in the Agreement, the Grantee, its contractors and its subcontractors, shall furnish to the County such progress reports in such form and quantity as the County may from time to time require, including, but not limited to, status reports of the Project, Project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Project and Agreement as may be requested. The County or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under Project and the Agreement. In the event that the County determines that the Grantee or its contractors or subcontractors have not furnished such reports as required by the Grantee, the County, by giving written notice to the Grantee, may suspend Grant payments under the Agreement until such time as the required reports are submitted, and if not provided, terminate the Agreement in which event Grantee shall return all Grant funds to the County.