

VENDOR CONTRACT AGREEMENT

MADE this Effective Date - text (Date) BY AND BETWEEN TRWIB, INC., a Pennsylvania Nonprofit Corporation, with its principal office(s) located at 650 Smithfield St., Suite 2400, Pittsburgh, PA 15222, and its Federal Identification Number being 25-1898851, hereinafter called "PARTNER4WORK" AND "Company name," a "State of company" "Entity Type" Organization with its principal office(s) located at "Company street address Company City, State Zip," and its Federal Identification Number being "FIN," hereinafter called "CONTRACTOR."

WITNESSETH:

WHEREAS, PARTNER4WORK is a local workforce development board established under section 3122 of the Workforce Innovation and Opportunity Act, 29 USCS § 3101 et seq. and/or its predecessor, the Workforce Investment Act, 29 U.S.C. §§ 2801 et seq.; and

WHEREAS, CONTRACTOR is willing to accept the PARTNER4WORK engagement to provide services described in **Exhibit A** under the terms and conditions set forth more fully below;

WHEREAS, CONTRACTOR and PARTNER4WORK agree that PARTNER4WORK shall incur no obligation or duty to make any disbursement hereunder this Agreement until PARTNER4WORK receives applicable funds from its funding sources;

AND WHEREAS, CONTRACTOR is suited for work on this project for its extensive experience in _____, and as a currently licensed business concern;

NOW, THEREFORE, in consideration of mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PARTNER4WORK and CONTRACTOR hereby agree as follows:

- 1. SCOPE OF SERVICES.** PARTNER4WORK, engages CONTRACTOR as an independent contractor to perform the Services, as more particularly detailed on the Statement of Work, attached as **Exhibit A**, as the same may be amended from time to time (the "Services"), and CONTRACTOR agrees to perform such Services upon the terms and conditions stated therein (the "Scope of Work"). CONTRACTOR accepts such engagement and covenants that CONTRACTOR will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by PARTNER4WORK and CONTRACTOR. It is understood that the CONTRACTOR's Services shall be rendered at such times and places as directed by PARTNER4WORK.
- 2. TERM.** Subject to the provisions, terms, and conditions of this Agreement, Services of the CONTRACTOR shall start as of the Effective Date - text (Date) (the "Effective Date") through the Term End date (Text). The Term may be extended, at PARTNER4WORK's sole discretion, to cover any additional time during which the CONTRACTOR remains in control of any funds or other assets covered by this agreement. Any such extension of the Term will be documented by written amendment to this Agreement. Immediately upon termination of this Agreement as provided in this Agreement, for any reason, or upon the expiration of its Term, CONTRACTOR shall immediately surrender, upon request, to PARTNER4WORK all documents, whether finished

or unfinished, data, studies, reports, records, and any other written or computerized documents or materials prepared by or on behalf of CONTRACTOR in performing the Services under this Agreement.

3. COMPENSATION.

- A. Payment of Funds. Subject to the receipt of funds from various government and/or other funding sources, PARTNER4WORK shall disburse to CONTRACTOR, and CONTRACTOR shall accept as full compensation from PARTNER4WORK for the performance of Services under this Agreement an amount not to exceed \$<<[contract.formatNumber(contract.getAmount(), "#,###,###,###")]>> ("Contract Sum") as set forth in **Exhibit C** ("Budget"). CONTRACTOR shall be reimbursed only for costs in accordance with the provisions, terms, and conditions of this Agreement.
- B. Contingency. The payment of funds to CONTRACTOR under the terms of this Agreement shall be contingent on the receipt of such funds by PARTNER4WORK from applicable federal, state and private funding sources and shall be subject to CONTRACTOR'S continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Award. If the award amount of funds that PARTNER4WORK receives from state and federal funding sources is reduced, PARTNER4WORK reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. PARTNER4WORK also reserves the right to deny payment for CONTRACTOR'S expenditures for Services where invoices and/or other reports are not submitted by the deadlines specified in this agreement. If PARTNER4WORK receives notice that said funds will not be provided or have been reduced or terminated for any reason whatsoever, PARTNER4WORK will endeavor to give written notice within ten (10) days of the receipt of such notice by PARTNER4WORK, but failure to give such notice by PARTNER4WORK shall impose no obligation or liability of any kind upon PARTNER4WORK. CONTRACTOR acknowledges that the availability of funding may not be known until CONTRACTOR has performed its obligations under this agreement. CONTRACTOR acknowledges that it still wishes to move forward with this agreement and recognizes that it will receive good and valuable consideration by entering this agreement even if it does not receive payment.

4. METHOD OF PAYMENT.

PARTNER4WORK shall distribute the funds to CONTRACTOR as provided in **Exhibit B**. The disbursement of funds under this Agreement by PARTNER4WORK to CONTRACTOR shall be on the following basis:

- A. PARTNER4WORK shall not be obligated to make any payments to CONTRACTOR until it has received funds from various government and/or other funding sources.
- B. All funds disbursed by PARTNER4WORK to the CONTRACTOR under this Agreement shall be made pursuant to this Agreement and following receipt, review, and approval of a final report on the Services. In addition:
- i. Funds allocated hereunder shall only be disbursed upon receipt of invoices and delivery of items outlined in the Scope of Services and;

- ii. Payment shall be made upon satisfactory performance of the Scope of Services as determined by PARTNER4WORK and after receipt and approval by PARTNER4WORK of an invoice certified by an officer or officers of CONTRACTOR, itemizing the rates and charges set forth therein.

C. CONTRACTOR shall not incur any costs directly or indirectly for the Services beyond the Term of this Agreement.

D. In no event, shall the amount disbursed to the CONTRACTOR by PARTNER4WORK under this Agreement exceed the amount set forth in this Agreement and such amount shall be disbursed to the CONTRACTOR by PARTNER4WORK in accordance with the provisions, terms, and conditions of this Agreement.

E. If applicable, budget line items may not be altered unless a formal written request for modification with a detailed justification is submitted to and approved in advance by PARTNER4WORK in writing. A revised Line Item Project Budget must be submitted in conjunction with any budget modification request.

5. RECORD RETENTION AND ACCESS. CONTRACTOR shall maintain all fiscal records relating to this contract for at least SEVEN (7) years from the date of completion of CONTRACTOR's duties under this Agreement. If this contract is canceled for any reason, CONTRACTOR is responsible for providing all fiscal records that relate to this contract to PARTNER4WORK. If CONTRACTOR receives notice of any litigation or claim involving the grant award or otherwise relating to this agreement, CONTRACTOR shall retain records until otherwise instructed by PARTNER4WORK.

6. COOPERATION IN MONITORING AND EVALUATION. CONTRACTOR shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of PARTNER4WORK or federal or state agency and CONTRACTOR agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. CONTRACTOR shall act as an independent contractor to PARTNER4WORK and nothing contained in this Agreement shall be construed to create the relationship of employer and employee, a partnership, or participants in a joint venture of any kind or nature. CONTRACTOR shall have no authority to enter any binding contracts with third parties on behalf of PARTNER4WORK, unless otherwise requested in writing by PARTNER4WORK to do so. CONTRACTOR shall be responsible for any liabilities, costs, fees, and expenses, including applicable unemployment compensation insurance and workers' compensation insurance, of CONTRACTOR's employees and agents

8. ASSURANCES AND CERTIFICATIONS. CONTRACTOR hereby acknowledges and agrees to comply with all relevant statutory, regulatory and policy provisions related to CONTRACTOR's performance under this Agreement, including, without limitation:

A. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

- i. CONTRACTOR shall know, fully obey and comply with all applicable federal, state, and local laws, ordinances, Executive Orders and any administrative regulations duly made in accordance therewith which are applicable to the Services performed under this Agreement. This specifically includes, but it not limited to, all requirements under The Workforce Innovation and Opportunity Act, 29 USCS § 3101 et seq. and/or its predecessor, the Workforce Investment Act, 29 U.S.C. §§ 2801 et seq.; the Federal Lobbying Disclosure Act, 2 U.S.C. § 1601 et seq. ("FLDA"); The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, 34 C.F.R. Part 99 ("FERPA"); and The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq. ("RTKL"). CONTRACTOR's responsibilities under the RTKL shall survive the termination of this Agreement and shall continue if CONTRACTOR possesses any information covered by the RTKL. CONTRACTOR agrees to comply with the requirements set forth in **Exhibit F**, relating to the RTKL.
- ii. CONTRACTOR shall not: (a) influence or attempt to influence any Commonwealth employee to breach any standards of ethical conduct for Commonwealth employees or to breach any other commonwealth or federal law or regulation; (b) offer, give, or agree or promise to give any gratuity to any government official, employee or any other person if acceptance would violate the terms of any code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth of Pennsylvania; (c) directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for a decision, opinion, recommendation, vote or other exercise of discretion or violation of a known legal duty; (d) accept or agree to accept from any person, any gratuity in connection with the performance of the Scope of Work; (e) disclose any information, documents or other data provided by or prepared for PARTNER4WORK, except as required by the RTKL other law, as consented to in writing by the Commonwealth of Pennsylvania or PARTNER4WORK, or as otherwise provided in this Agreement.
- iii. CONTRACTOR shall cooperate with any investigation of alleged breaches of these ethical standards conducted by the Office of Inspector General and understands that breach of this Section of the Agreement may lead to immediate termination of the Agreement by PARTNER4WORK and other remedies set forth in this Agreement.

B. FEDERAL AND GRANT REQUIREMENTS. In addition to the above requirements, CONTRACTOR shall comply with all applicable provisions of the laws, regulations and Executive Orders cited, and agrees to be subject to all other applicable requirements and provisions contained below:

- i. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91- 646), Titles II & III (42 U.S. 1437(c), 1437(f), 4601, 4602, 4621-4636, 4638, 4651-4655 et seq.);

- ii. "Government Audit Standards", 1994 Revisions, by the Comptroller General of the United States, General Accounting Office";

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- iii. United States Code, as amended, Sections 1501-1508 of Title 5, (formerly the Hatch Act) Political Activity Information;
- iv. Commonwealth of Pennsylvania's Governor's Office's Management Directive 215.6, as amended, "Contract Management";
- v. Flood Disaster Protection Act;
- vi. Balanced Budget Act of 1997;
- vii. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, CONTRACTOR shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- viii. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.), Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), EO 11593, the Archaeological and Historic Preservation Act of 1974, the Laboratory Animal Welfare Act of 1966, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq., as amended. The recipient shall report all suspected or reported violations to the Federal awarding agency and the regional office of the Environmental Protection Agency.
- ix. All applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

C. **PROHIBITION ON LOBBYING.** CONTRACTOR assures that it will comply with the requirements of the Federal Lobbying Act. In addition, CONTRACTOR certifies that:

- i. CONTRACTOR shall not use any funds received pursuant to this Agreement for (A) publicity or propaganda purposes; or (B) the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat (i) the enactment of legislation before Congress or any State or local legislature or legislative body; or(ii) any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government; and
- ii. CONTRACTOR shall not use any funds received pursuant to this Agreement to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body; and

- iii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject

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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. CONTRACTOR hereby agrees that all CONTRACTORS under this Agreement shall include this certification.

- iv. CONTRACTOR shall comply with the requirements of the Lobbying Disclosure Act, 65 Pa.C.S. 13A01, et seq. and the regulations promulgated pursuant to that law, if applicable.
- v. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If applicable, CONTRACTORS that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

D. NONDISCRIMINATION; SEXUAL HARASSMENT; AFFIRMATIVE ACTION

- i. Equal Opportunity. The Equal Opportunity clause provided in 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," is incorporated herein by reference.
- ii. CONTRACTOR agrees to comply with applicable local and state civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- iii. CONTRACTOR shall not discriminate in its employment based on race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. CONTRACTOR shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. CONTRACTOR shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, and any amendments thereto and any regulations issued thereunder.

- iv. CONTRACTOR agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and any future amendments. CONTRACTOR acknowledges that the applicable nondiscrimination provisions in

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Section 109 of the HCDA are still applicable.

- v. CONTRACTOR agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
- vi. CONTRACTOR shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), drug abuse under the Drug Abuse Office and Treatment Act of 1972, alcohol abuse or alcoholism under the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, Sections 23 and 527 of the Public Health Services Act of 1912 (relating to confidentiality of alcohol and drug abuse patient records, Title VIII of the Civil Rights Act of 1968 (sale, rental or financing of house), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, and any other nondiscrimination provisions in the specific statute(s) under which Federal assistance is utilized. CONTRACTOR shall not in any manner discriminate against or intimidate any of its employees because of gender, race, creed, national origin or sexual identity.
- vii. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or about, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- viii. In hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under an applicable grant agreement or any subaward agreement, contract or subcontract, CONTRACTOR or any person acting on behalf of CONTRACTOR, shall not discriminate 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.
- ix. CONTRACTOR or any person acting on behalf of CONTRACTOR shall not discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.

- x. CONTRACTOR shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the Policy. The Policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. CONTRACTOR shall disseminate notice to all employees of the existence of such policy. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places

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customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

- xi. CONTRACTOR shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, CONTRACTOR or supplier who is qualified to perform the work to which the grant relates.
- xii. CONTRACTOR represents 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. CONTRACTOR represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. CONTRACTOR will, upon request and within time periods requested by PARTNER4WORK and/or the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities ("BSBO"), for ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- xiii. No funds may be used to support any religious or anti-religious activity.
- xiv. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- xv. No person may discriminate against an individual who is a participant in a program or activity associated with this Agreement with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant. 29 USC 3248(a)(4).
- xvi. Participation in programs and activities or receiving funds under this Agreement shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

- xvii. CONTRACTOR will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the

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purposes of this definition, "minority group members" are Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act, as amended. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- xviii. CONTRACTOR shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said CONTRACTORS also comply with the provisions of this Section. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer. CONTRACTOR understands that a breach of this Section may result in termination or cancellation of this Agreement and subject CONTRACTOR to the Remedies set forth in this Agreement.

E. LABOR STANDARDS

- i. CONTRACTOR shall not use any funds provided under this Agreement to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- ii. Participating employees shall not displace (including a partial displacement, such as a reduction in the hours of no overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
- iii. Participating employees shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- iv. A participating employee shall not be employed in a job if-- (A) any other individual is on layoff from the same or any substantially equivalent job; (B) the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or (C) the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).

v. Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of on-the-job training employees.

vi. Workers Compensation. To the extent that Pennsylvania workers' compensation law applies, the CONTRACTOR hereby certifies that it has accepted the provisions of the Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of said Acts,

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or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

vii. Participating employees shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

viii. New hires cannot have worked for the vendor in any capacity — including past employee, CONTRACTOR, leased or temporary — or be related to the business owner.

ix. Persons previously employed by this CONTRACTOR may not be considered for skills training in a same, similar or upgraded position.

x. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the PARTNER4WORK entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. RESPONSIBILITY AND INTEGRITY.

i. Taxes. CONTRACTOR certifies that it is current in the payment of all applicable federal, state, and local taxes, as well as filing all applicable returns or reports for these taxes and has no other Commonwealth obligations. If PARTNER4WORK determines that there is an outstanding delinquency, CONTRACTOR hereby grants PARTNER4WORK the right to set-off that indebtedness against any amounts owing to CONTRACTOR

under the terms of this Agreement. PARTNER4WORK reserves the right to apply setoff payments in whatever manner it deems appropriate.

- ii. Debarment. CONTRACTOR certifies that its officers or employees have not been proposed for debarment, debarred or suspended, or otherwise excluded from or ineligible to participate in Federal or state assistance programs.
- iii. CONTRACTOR further certifies that, if it becomes delinquent in the payment or taxes if any suspension or debarment should occur during the Term of this Agreement, CONTRACTOR will report such event to PARTNER4WORK. Such report shall be sent as a written notice addressed to the Chief Executive Officer of

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PARTNER4WORK, signed and dated by CONTRACTOR, postmarked within ten days of the reportable event, and in form and substance substantially like that provided in **Exhibit H** hereto.

- iv. CONTRACTOR agrees to reimburse the Commonwealth for the reasonable costs of investigation of its suspension or debarment. 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.
- v. CONTRACTOR agrees to the CONTRACTOR INTEGRITY PROVISIONS set forth in **Exhibit I** hereto.
- vi. CONTRACTOR shall cooperate with any investigation of alleged breaches of these ethical standards of the Office of Inspector General and understands that breach of CONTRACTOR Integrity Provisions contained in this Section may lead to immediate termination of the Agreement, suspension of CONTRACTOR from conducting any future business with the Commonwealth of Pennsylvania and other Remedies set forth in this Agreement.

G. USE OF FUNDS

- i. The funds may not be used to promote, assist or deter union organization.
- ii. CONTRACTOR further agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- iii. No funds shall be used for employment generating activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development activities, or similar activities, that are not directly related to training for eligible individuals.
- iv. No funds received shall be used for foreign travel.
- v. No funds provided under this title shall be used to pay the wages of incumbent

employees during their participation in economic development activities provided through a statewide workforce development system.

H. **MISCELLANEOUS**

- i. CONTRACTOR certifies that it will abide by the Commonwealth requirements regarding Small Disadvantaged Business (SDB) utilization, including but not limited to the requirements of the Bureau of Minority & Women Business Opportunities, (BMWBO) Office and that it has read and will abide by the requirements of the "Special Provisions for Invitations for Bids, Certified SDB." See www.dgs.state.pa.us, DGS Keyword: BMWBO; Federal Vendor database is available at <http://www.sba.gov/>.

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- ii. CONTRACTOR assures that it will comply with the Fair Labor Standards Act of 1938 also known as Child Labor Laws, as applicable. Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- iii. CONTRACTOR will comply with the requirements of the federal Drug-Free Work Place Act. CONTRACTOR will comply with the applicable requirements of the federal Fair Labor Standards Act, the Pennsylvania Child Labor Law, the Pennsylvania Minimum Wage standards and any Safety Rules and/ or Procedures required by the Occupational Safety and Health Administration (OSHA), the Pennsylvania Department of Labor and Industry or any other regulatory agency.
- iv. In the event the Agreement calls for services to minors, CONTRACTOR shall comply with and obtain all clearances required by law, including, without limitation, the Child Protective Services Law, 23 Pa.C.S. § § 6301—6385 and all regulations promulgated thereunder.
- v. CONTRACTOR agrees to comply with the requirements of the Pro-Children Act of 1994; Public Law 103-277, Part C-Environmental Tobacco Smoke (also known as Pro Children Act of 1994) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments.
- vi. Clearances.
 - a. Generally, when required by applicable law or regulation, CONTRACTOR shall require all applicants for employment with CONTRACTOR to submit with an application, prior to initiating employment, a report of Criminal History Record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to that person obtained within ninety (90) days of the

date of application for employment. CONTRACTOR shall maintain the Criminal History Record Information in the applicant's file and shall use the information of felony and misdemeanor convictions to the extent to which they relate to the applicant's suitability for employment in the position for which he/she has applied. CONTRACTOR shall provide written notice to PARTNER4WORK if any agent, servant, or employee of CONTRACTOR is charged and/or convicted of any crime that would relate to the ability of the agent, servant, or employee of CONTRACTOR to provide or perform the Services.

- b. Additional Requirements relating to Minors. CONTRACTOR shall obtain all clearances required by law. At a minimum, CONTRACTOR shall maintain the following clearances for all CONTRACTOR staff and volunteers and worksite staff

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and volunteers having direct interaction with minors: Pennsylvania State Police Criminal History Reports, Pennsylvania Department of Public Welfare Child Abuse History Reports and Clearances, and FBI background clearances.

9. REPORTING REQUIREMENTS.

- A. CONTRACTOR shall submit to PARTNER4WORK, concurrently with the execution of this Agreement, the data or documents listed in **Exhibit G** (the "Required Submissions"). The Required Submissions shall be sent in writing and in form and substance substantially like that provided in the form Disclosure Letter attached hereto as **Exhibit G**. CONTRACTOR shall provide a PARTNER4WORK Notification Form if any submitted information changes during the Term (as defined below) of this Agreement. If any reportable event, as provided herein, should occur during the Term of this Agreement, CONTRACTOR shall submit to PARTNER4WORK within ten days of the event, a written PARTNER4WORK Notification Form in form and substance substantially like that provided in **Exhibit H** hereto.

- B. Failure to provide such information, or any information requested by PARTNER4WORK pursuant to this Agreement shall result in a material default.

- 10. INTERRUPTION: POSTPONEMENT; ABANDONMENT.** PARTNER4WORK has the right to suspend, postpone or abandon the Services if PARTNER4WORK determines in its sole discretion that such suspension, postponement or abandonment is in the best interests of PARTNER4WORK. In the event the Services are suspended, postponed or interrupted, CONTRACTOR shall not be entitled to any further payment for such Services, or any part thereof, beyond and in excess of the amount due at that time, and final payment shall be based on the proportionate amount of the funds earned to such date. If required for the satisfactory completion of the Services, or any phase thereof, CONTRACTOR may be reimbursed for extra costs that are actually and necessarily incurred provided PARTNER4WORK provides prior written approval.

11. CONFIDENTIAL INFORMATION; RIGHTS TO INTELLECTUAL PROPERTY.

- A. See **Exhibit E** for the Confidentiality Agreement attached to this Agreement. In addition:
- B. All work performed by CONTRACTOR for PARTNER4WORK hereunder shall be deemed to be "work for hire" and shall become the sole and exclusive property of PARTNER4WORK.

CONTRACTOR hereby assigns to PARTNER4WORK (and agrees to cause any personnel of CONTRACTOR performing the Services hereunder to assign to PARTNER4WORK) all of their respective right, title, and interest in and to any and all intellectual property rights, discoveries, inventions (whether patentable or not), technological innovations, improvements, and copyrightable works directly or indirectly created, prepared or otherwise discovered by him in connection with, or as a result of, CONTRACTOR's performance of its obligations under this Agreement (collectively, the "Intellectual Property"). At the request of PARTNER4WORK, both during the Term of this Agreement and thereafter, CONTRACTOR shall (and shall cause any personnel of CONTRACTOR performing Services hereunder to) perform all lawful acts and execute, acknowledge, and deliver any documents deemed by PARTNER4WORK to be necessary or advisable to vest or maintain in PARTNER4WORK all right, title, and interest in and to the Intellectual Property or any portion thereof.

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- C. Promptly upon the request of PARTNER4WORK and in any event promptly upon the termination of this Agreement, CONTRACTOR shall deliver to PARTNER4WORK any and all tangible embodiments (regardless of form or media) of the Confidential Information and any and all materials relating to any of the Intellectual Property, technological innovations, improvements, or copyrightable works produced in connection with this Agreement and which are then in CONTRACTOR's possession or subject to its control. CONTRACTOR shall not retain any copies, excerpts, or portions of any of the foregoing or any derivations therefrom.
- D. CONTRACTOR will follow the confidentiality requirements for wage and education records required by the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99, as amended, WIOA and applicable departmental regulations.
- E. Rights to Inventions Made Under a Contract or Agreement. If applicable, CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. INDEMNIFICATION. CONTRACTOR hereby agrees to indemnify, save and holds harmless, and defend PARTNER4WORK, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including courts costs and attorney's fees arising by reason of: the performance by CONTRACTOR of any services under this Agreement; any act, error or omission of CONTRACTOR or of an agent, employee, licensee, CONTRACTOR or subcontractor of CONTRACTOR; and any breach by CONTRACTOR of any of the terms conditions or provisions of this Agreement. It is the intent of the parties that this provision shall survive the expiration of the term of this Agreement.

13. SUBCONTRACTING. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of PARTNER4WORK, which shall not be unreasonably withheld. CONTRACTOR shall be bound by all the terms and conditions of this Agreement.

14. INSURANCE. CONTRACTOR agrees that all individuals involved in this Agreement are covered by any

applicable insurances (e.g., Workers' Compensation, Unemployment Compensation, Social Security or Liability Insurance) and that CONTRACTOR is responsible for paying said premiums.

Specifically, prior to or upon execution of this Agreement by PARTNER4WORK, CONTRACTOR shall provide certificates of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following coverage and identifying PARTNER4WORK and any other entity designated by PARTNER4WORK as an additional insured, which insurance will be occurrence (rather than claims-made) and non-cancelable except upon thirty (30) days prior written notice to PARTNER4WORK:

A. Comprehensive Commercial General Liability Insurance policy, covering all Services to be

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performed and all obligations assumed under the terms of this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Aggregate of not less than Two Million Dollars (\$2,000,000).

B. Automobile Liability Insurance policy, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury (including death) and property damage liability covering all owned, non-owned, and hired vehicles.

C. Workers' Compensation Insurance in compliance with the Pennsylvania Workers' Compensation Act.

D. Privacy/Cyber Liability Security Insurance, not less than one million dollars (\$1,000,000) to include breach remediation, notification expenses, and ongoing credit monitoring. Coverage should include unauthorized access and use, failure of security, breach of confidential information, as well as breach mitigation costs and regulatory coverage.

E. CONTRACTOR shall maintain the above insurance throughout the Term of this Agreement. Cyber Insurance shall be maintained throughout the record retention period.

15. ABSENCE OF RIGHTS IN THIRD PARTIES. No provision of this Agreement shall be construed in any manner to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between PARTNER4WORK and CONTRACTOR, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

16. NOTICES. All notices required or permitted to be given to either party under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by overnight courier, mailed by United States certified mail, postage prepaid, sent by facsimile or e mail, in each case properly addressed to such party at the address set forth below for such party, or to such other address as such party may specify by written notice duly given in accordance with the requirements of this Section:

If to PARTNER4WORK: PARTNER4WORK

Attn: Contract Administrator
650 Smithfield St., Suite 2400
Pittsburgh, PA 15222

Email: contracts@partner4work.org
Fax: (412) 552-7091

If to CONTRACTOR: "Company name
Attn: ATTN: Contact Full Name
"Company street address
Company City, State Zip

Any notice given in accordance with the requirements of this Section shall be deemed to have been duly given upon receipt thereof by the party to which such notice is addressed.

17. ASSIGNMENT. CONTRACTOR shall not assign this Agreement or any right to funds to be paid hereunder without the written consent of PARTNER4WORK, which shall be absolute. Any

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assignments shall be evidenced in writing and this Agreement shall be binding upon the parties and their respective successors and assigns.

18. AMENDMENT. This Agreement and the Statement of Work contain all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. In addition:

- A. The parties may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement.
- B. PARTNER4WORK may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

19. APPLICABLE LAW. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions.

20. SUSPENSION OR TERMINATION.

- A. If CONTRACTOR fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, PARTNER4WORK may impose additional conditions, as described in 2 C.F.R. 200.207 (Specific conditions). If PARTNER4WORK determines that noncompliance cannot be remedied by imposing additional conditions, PARTNER4WORK may take one or more of the following actions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by PARTNER4WORK.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate the Federal award.

- iv. Recommend that the federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
- v. Withhold further Federal awards for the project or program.
- vi. Take other remedies that may be legally available.

B. In addition to The Agreement may be terminated in whole or in part as follows:

- i. By PARTNER4WORK if CONTRACTOR fails to comply with the terms and conditions of a Federal award;
- ii. By PARTNER4WORK for cause;
- iii. By PARTNER4WORK with the consent of the CONTRACTOR, in which case the two parties must agree to the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

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- iv. By the CONTRACTOR upon sending to PARTNER4WORK written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if PARTNER4WORK determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, PARTNER4WORK may terminate the Federal award in its entirety.

C. PARTNER4WORK may provide written notification to CONTRACTOR when monitoring reports show nonperformance. CONTRACTOR may be given a time frame to initiate corrective action or respond to the report. If no corrective action is taken or permitted, the contract will be terminated. Time frames for corrective action will be determined at the sole discretion of PARTNER4WORK and set forth in the monitoring letter.

D. PARTNER4WORK shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (B)(i) or (B)(ii) PARTNER4WORK may assume the duties or replace CONTRACTOR and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable for any additional costs incurred by PARTNER4WORK. PARTNER4WORK may withhold any payments to CONTRACTOR to set-off or partial payment of amounts owed to PARTNER4WORK by CONTRACTOR.

E. Notwithstanding the foregoing, PARTNER4WORK may immediately terminate this Agreement if the federal grant which funds the Scope of Work is terminated for any reason or if CONTRACTOR fails to report any event enumerated on the PARTNER4WORK Notification Form attached hereto as **Exhibit H**.

21. REMEDIES. For violation of any of the provisions of this Agreement, PARTNER4WORK 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 the Agreement, claim damages for all additional costs and expenses incurred in obtaining another CONTRACTOR to complete performance under this Agreement, and, if appropriate, report CONTRACTOR to the Commonwealth for potential debarment. 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 PARTNER4WORK may have under law, statute, regulation, other provision of this Agreement or otherwise.

22. GENERAL CONDITIONS.

A. If any reportable events, as described in the Agreement, should occur during the Term of the Agreement, CONTRACTOR shall send a PARTNER4WORK Notification Form as further described in this Agreement.

B. CONTRACTOR shall complete and/or execute the following attachments which shall be part of this Agreement:

Exhibit A: Statement of Work

Exhibit B: Method of Payment

Exhibit C: Budget

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Exhibit D: Reports

Exhibit E: Confidentiality Agreement

Exhibit F: Right to Know Law – Grant Provisions (Form# 8-K-1580)

Exhibit G: Disclosure Letter

Exhibit H: Partner4Work Notification Form

Exhibit I: CONTRACTOR Integrity Provision

Exhibit J: Contract Data, if applicable

EXHIBIT A
STATEMENT OF WORK

THIS STATEMENT OF WORK (this "Statement of Work") is dated as of Effective Date - text (Date) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Contract **XX**"

Enter Scope of Work Here

EXHIBIT B METHOD OF PAYMENT

THIS METHOD OF PAYMENT ("Method of Payment") is dated as of the Effective Date - text (Date) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Contract **XX**:

Subject to and upon the receipt of funds from the funding sources, PARTNER4WORK shall disburse funds to CONTRACTOR. The amount shall be disbursed to CONTRACTOR by PARTNER4WORK in accordance with the provisions, terms and conditions of this Agreement including, but not limited to the "Budget," set forth in **Exhibit C** to this Agreement. The disbursement of funds under this Agreement by PARTNER4WORK to CONTRACTOR shall be on the following basis:

- By the 10th of the month, CONTRACTOR shall submit to PARTNER4WORK a statement of the actual costs incurred by CONTRACTOR during the preceding month. Such statements shall be certified true and correct by CONTRACTOR authorized signer. PARTNER4WORK, upon approving such statements, shall make payment to CONTRACTOR upon receipt of funds from the funding agency.
- CONTRACTOR shall not incur any costs directly or indirectly for the statement of work beyond the termination date of this Agreement.
- CONTRACTOR must be current with the required reporting in order to receive payment.

EXHIBIT C BUDGET

THIS BUDGET (this "Budget") is dated as of the Effective Date - text (Date) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Sub-Award **XX**:

Subject to the receipt of funds from various government and/or other funding sources, PARTNER4WORK shall disburse to CONTRACTOR, and CONTRACTOR shall accept as full compensation from PARTNER4WORK for the performance of Services under this Agreement an amount not to exceed \$<<[contract.formatNumber(contract.getAmount(), "#,###,###,###")]>> ("Contract Sum"). CONTRACTOR shall be reimbursed only for costs in accordance with the provisions, terms, and conditions of this Agreement.

[Budget]

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EXHIBIT D REPORTS

THIS REPORT (this "Report") is dated as of the Effective Date - text (Date) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of

Contract **XX**

All reports are due to Partner4Work by the 10th of the month after the month end. If the 10th of the month falls on a Saturday or Sunday, reports are due the following Monday.

CONTRACTOR must ensure all reports are submitted electronically via a secure email service provided by PARTNER4WORK. CONTRACTOR must follow the PARTNER4WORK Personally Identifiable Information (PII) Policy in the storage and transmission of PII.

EXHIBIT E CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "CONFIDENTIALITY AGREEMENT") is dated as of the Effective Date - text (Date) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Contract **XX**

PARTNER4WORK shall develop, obtain and use certain Confidential Information (defined herein) of third parties during research and operations. Consultants of PARTNER4WORK will receive and have access to this Confidential Information. This Confidential Information includes but is not limited to employment records, personal financial information, personal identifiers, such as name, address and tax identification number, operating data, personnel files, marketing data, customer lists and any other information of a private or sensitive nature. Consultants are not to use or disclose any such Confidential Information unless specific permission to do so has been granted by PARTNER4WORK. This obligation exists even after the employee/CONTRACTOR leaves the employment/service of PARTNER4WORK.

The unauthorized disclosure of Confidential Information can subject an individual employee and PARTNER4WORK to liability. Disclosure of Confidential Information to unauthorized persons, or unauthorized access to, or misuse, theft, destruction, alteration, or sabotage of such Confidential Information, may result in the employee's immediate revocation of working privileges and may lead to legal action. Applicable federal and state laws related to protection of such Confidential Information shall be followed should an employee fail to seek permission for any use or disclosure of any Confidential Information.

NOW, THEREFORE, CONFIDANT, intending to be legally bound agree as follows:

1. "CONFIDENTIAL INFORMATION" mean all information in SAID FIELD supplied to CONFIDANT by or on behalf of PARTNER4WORK, except such information which:
 - a. prior to CONFIDANT's receipt thereof; (i) was generally publicly available or; (ii) was in CONFIDANT's possession, free of any restrictions on its use or disclosure and from a source other than PARTNER4WORK; or
 - b. after CONFIDANT's receipt, thereof; (i) becomes publicly available without the fault of CONFIDANT, or (ii) is acquired by CONFIDANT from a third party free of any restrictions on its use or disclosure.

It is understood, however, that CONFIDANT shall keep confidential the fact that any PARTNER4WORK disclosed information is similar or identical to any such excepted information.

2. For a period of one (1) year from the project conclusion, CONFIDANT shall:

- a. utilize such CONFIDENTIAL INFORMATION only for SAID PURPOSE.
- b. not disclose CONFIDENTIAL INFORMATION to any third party, except as may be authorized in writing by PARTNER4WORK. The dissemination of such CONFIDENTIAL INFORMATION within CONFIDANT's internal organization shall be limited to those employees whose duties justify their need to know such information and then only based on clear understanding by such employees of their obligation to maintain the confidentiality of such information and to restrict the use thereof solely for SAID PURPOSE, and
- c. promptly disclose to PARTNER4WORK any inventions or developments conceived or made during this period based on or derived from CONFIDENTIAL INFORMATION, and CONFIDANT hereby grants to PARTNER4WORK an irrevocable, royalty-free, non exclusive, worldwide license, with the right to sublicense, with respect to any such inventions or developments.

3. No license to CONFIDANT under any PARTNER4WORK patents, CONFIDENTIAL INFORMATION, or other proprietary interests is specifically or impliedly granted by this Agreement.

4. CONFIDANT acknowledges that CONFIDENTIAL INFORMATION supplied by PARTNER4WORK in written or other tangible form is the property of PARTNER4WORK and, upon written request, shall be promptly returned to PARTNER4WORK, together with all reproduction thereof, in any form, which CONFIDANT may have in its possession or control.

5. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania, U.S.A., exclusive of its provisions regarding conflict of laws.

Execution of the acceptance below shall bind CONFIDANT to all the conditions of this Agreement, effective as of the date below.

Name

Address

City, State, Zip

Signature

_ Date

EXHIBIT F
RIGHT TO KNOW LAW - GRANT PROVISIONS
(Form # 8-K-1580)

- a. CONTRACTOR understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the CONTRACTOR's assistance in any matter arising out of the RTKL related to this Contract Agreement, it shall notify the CONTRACTOR using the legal contact information provided in the Contract Agreement. The CONTRACTOR, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires CONTRACTOR's assistance in responding to a request under the RTKL for information related to this Contract Agreement that may be in CONTRACTOR's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), CONTRACTOR shall:
 - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in CONTRACTOR's possession arising out of this Contract Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth may reasonably request, to comply with the RTKL with respect to this Contract Agreement.
- d. If CONTRACTOR considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that CONTRACTOR considers exempt from production under the RTKL, CONTRACTOR must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of CONTRACTOR explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from CONTRACTOR in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, CONTRACTOR shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If CONTRACTOR fails to provide the Requested Information within the time required by these provisions, CONTRACTOR shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur because of CONTRACTOR's failure, including any statutory damages assessed against the Commonwealth.

- g. The Commonwealth will reimburse CONTRACTOR for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. CONTRACTOR may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, CONTRACTOR shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of CONTRACTOR's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, CONTRACTOR agrees to waive all rights or remedies that may be available to it because of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The CONTRACTOR's duties relating to the RTKL are continuing duties that survive the expiration of this Contract Agreement and shall continue if the CONTRACTOR has Requested Information in its possession.

**EXHIBIT G
DISCLOSURE LETTER**

I, the undersigned certify that the information provided herein is true and correct as of the date hereof and am enclosing the documents and/or information listed below. Capitalized terms are defined in the Agreement between the undersigned Agency and PARTNER4WORK

- A. CONTRACTOR'S Data Universal Number System ("DUNS") number, or the DUNS+4 number if applicable, together with the address of the primary location of performance of the Services and the name and compensation of CONTRACTOR's five most highly compensated officers.
- B. The name and contact information for the Open Records Officer and a copy of CONTRACTOR's Right to Know policy and procedure that is compliant with the RTKL.
- C. Annual notification of bonding amount, with such coverage being higher than \$100,000 or the

amount of the highest advance reserved by check or drawdown during the last year, unless a waiver has been requested by CONTRACTOR.

- D. Certificates of Insurance, as described in the Agreement.
- E. CONTRACTOR's record retention policy, evidencing adequate safeguarding of documents and information related to the grant and record retention provisions that are compliant with those set forth in the Agreement.
- F. A copy of the written sexual harassment policy which adheres to the requirements of this Agreement.
- G. Affirmation that CONTRACTOR is not currently under any suspension or debarment by the Commonwealth or any governmental entity or, if any suspension or debarment exists, a written explanation of such.
- H. A copy of the written business integrity policy which adheres to the requirements of this Agreement.
- I. Affirmation that the CONTRACTOR certifies and represents that it has not violated any of the CONTRACTOR Integrity Provisions provided in the Agreement. Such affirmation includes:
 - (i) Affirmation that CONTRACTOR does not have a financial interest in any other CONTRACTOR, subcontract or supplier, including PARTNER4WORK providing goods or services related to the grant. If any financial interest does exist, disclosure must accompany this notice.
 - (ii) Disclosure of any activity by CONTRACTOR that is considered lobbying and is subject to registration and reporting under the FLDA and related regulations, as well as affirmation that CONTRACTOR has filed all necessary registrations and reports related to lobbying activities under FLDA.

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J. Copies of CONTRACTOR's flood certificates if the Scope of Work involves construction taking place in a flood hazard area and the total cost of insurable construction and acquisition is at least \$10,000

Agency Name: "Company name

Authorized Signee Name:

Signature:

Date:

EXHIBIT H
PARTNER4WORK NOTIFICATION FORM

This notification is provided pursuant to that certain Agreement entered by PARTNER4WORK and “Company name, dated this Effective Date - text (Date), with the Agreement reference number <<[contract.getCustomFields().get(“Prefix 1”)]>><<[contract.getCustomFields().get(“Prefix 2”)]>>- auto_sequence. The undersigned has checked the box below indicating the type of disclosure being made hereby and has provided a brief description of the reportable events.

A suspension or debarment by the Commonwealth of Pennsylvania or any other
governmental agency

Agency name change

Violations of the anti-discrimination or sexual harassment provisions provided in the
Agreement

Violations of the CONTRACTOR Integrity Provisions as provided in the Agreement
Lobbying activities that are registerable or reportable under the Lobbying Disclosure Act
Other

Description of events, including relevant dates:

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Agency Name: "Company name

Authorized Signee Name:

Signature:

Date:

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EXHIBIT I
CONTRACTOR INTEGRITY PROVISION

1. DEFINITIONS. For purposes of these CONTRACTOR Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of

the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or c) the entities have a common proprietor or general partner.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the PARTNER4WORK/Commonwealth, if where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by the execution of this contract.
- c. "CONTRACTOR" means the individual or entity, that has entered this contract with the PARTNER4WORK.
- d. "CONTRACTOR Related Parties" means any affiliates of the CONTRACTOR and the CONTRACTOR's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the CONTRACTOR.
- e. "Financial Interest" means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with CONTRACTOR without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, CONTRACTOR agrees to the following:

- a. CONTRACTOR shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to CONTRACTOR or that govern contracting or procurement with the PARTNER4WORK.
- b. CONTRACTOR shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the CONTRACTOR activity

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with PARTNER4WORK and PARTNER4WORK employees and which is made known to all CONTRACTOR employees. Posting these CONTRACTOR Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- c. CONTRACTOR, its affiliates, agents, employees and anyone in privity with CONTRACTOR shall not

influence or attempt to influence, any PARTNER4WORK employee to breach the standards of ethical conduct for PARTNER4WORK employees or to breach any other state or federal law or regulation.

- d. CONTRACTOR, its agents and employees shall not offer, give or agree to promise to give any gratuity to a PARTNER4WORK official or employee or to any other person at the direction or request of any PARTNER4WORK official or employee.
- e. CONTRACTOR, its affiliates, agents, employees and anyone in privity with CONTRACTOR shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- f. CONTRACTOR shall not have a financial interest in any other CONTRACTOR, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the PARTNER4WORK in writing and the PARTNER4WORK consents to CONTRACTOR's financial interest prior to PARTNER4WORK execution of the contract. CONTRACTOR shall disclose the financial interest to the PARTNER4WORK 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.
- g. CONTRACTOR certifies to the best of its knowledge and belief that within the last five (5) years CONTRACTOR or CONTRACTOR Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed because of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If CONTRACTOR cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the PARTNER4WORK will determine whether a contract may be entered with the CONTRACTOR. The CONTRACTOR's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the CONTRACTOR shall

have an obligation to immediately notify the PARTNER4WORK in writing if at any time during the term of the contract it becomes aware of any event which would cause the CONTRACTOR's certification or explanation to change. CONTRACTOR acknowledges that the PARTNER4WORK may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering the contract.

CONTRACTOR shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-Bid Basis, CONTRACTOR must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

- h. When CONTRACTOR has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these CONTRACTOR Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, CONTRACTOR shall immediately notify the PARTNER4WORK contracting officer or the Office of the State Inspector General in writing.
- i. 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 about the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. CONTRACTOR shall immediately notify the PARTNER4WORK in writing of any actions for occurrences that would result in a violation of these CONTRACTOR Integrity Provisions. CONTRACTOR agrees to reimburse the PARTNER4WORK/Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the CONTRACTOR's compliance with the terms of this or any other agreement between the CONTRACTOR and the PARTNER4WORK that results in the suspension or debarment of the CONTRACTOR. CONTRACTOR shall not be responsible for investigative costs for investigations that do not result in the CONTRACTOR's suspension or debarment.
- j. CONTRACTOR shall cooperate with the Office of the State Inspector General in its investigation of any alleged PARTNER4WORK agency or employee breach of ethical standards and any alleged CONTRACTOR non-compliance with these CONTRACTOR Integrity Provisions. CONTRACTOR agrees to make identified CONTRACTOR employees available for interviews at reasonable times and places. CONTRACTOR, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to CONTRACTOR's integrity and compliance with these provisions. Such information may include, but shall not be limited to, CONTRACTOR's business or financial records, documents or files of any type or form

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that refer to or concern this contract. CONTRACTOR shall incorporate this paragraph in any agreement, contract or subcontract it enters during the performance of this contract/agreement solely for obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the PARTNER4WORK and any such subcontractor, and no third-party beneficiaries shall be created thereby.

- k. For violation of any of these CONTRACTOR Integrity Provisions, PARTNER4WORK 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 PARTNER4WORK may have under law, statute, regulation, or otherwise.

EXHIBIT J
CONTRACT DATA

(i)	CONTRACTOR Name	"Company name
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(ii)	CONTRACTOR Unique Entity Identifier:	DUNS Number
(iii)	Federal Award Identification Number (FAIN) or State NOO Number:	FAIN
(iv)	Federal or State Date of Award to the Grant Recipient by the Federal Agency or Pass Through Entity:	Federal or State Date of Award
(v)	Subaward Period of Performance Start Date:	Term Start date
	Subaward Period of Performance End Date:	Term End date
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the CONTRACTOR:	\$<<[contract.formatNumber(contract.getAmount(), "#,###,###,###")]>>
(vii)	Total Amount of Federal Funds Obligated to the CONTRACTOR by the Pass-Through Entity Including the Current Obligation:	\$Total Amount of Federal Funds
(viii)	Federal or State Award Program Name:	Award Program Name
(ix)	Name of Federal Awarding Agency:	Awarding Agency
	Name of Pass-Through Entity, if applicable:	Pass-Through Entity
(x)	CFDA Number and Name:	CFDA Number and Name
(xi)	Indirect Cost Rate for P4W Federal Award:	Indirect Cost Rate
	CONTRACTOR Indirect Costs:	See Exhibit C – Budget

PARTNER4WORK:

 _ Signature

Earl Buford
Chief Executive Officer

_ Date

CONTRACTOR AUTHORIZED SIGNER:

_ Signature

_ Print Name

_ Print Title

_ Date