

COMMISSIONERS OF WAYNE COUNTY

BRIAN W. SMITH, CHAIRMAN
Damascus Township, PA

JOSEPH W. ADAMS
Salem Township, PA

JOCELYN CRAMER
Damascus Township, PA



ANDREW M. SEDER
Chief Clerk

WENDELL R. KAY
Solicitor

Wayne County Business Integrity Policy May 19, 2022

Wayne County shall maintain the highest standards of honesty and integrity 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 Wayne County or that govern contracting or procurement with the Commonwealth.

This policy will be posted conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the services contracted with the Commonwealth of Pennsylvania are performed.

Wayne County, its affiliates, agents, employees and anyone in privity with Wayne County 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.

Wayne County shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Wayne County's financial interest prior to Commonwealth execution of the contract. Wayne County shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Wayne County's submission of the contract signed by Wayne County.

Wayne County certifies to the best of its knowledge and belief that within the last five (5) years Wayne County and 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 into any contract with any governmental agency;
3. had any business license or professional license suspended or revoked;

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4. had any sanction or finding of fact imposed as a result 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 Wayne County cannot 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 Commonwealth will determine whether a contract may be entered into with Wayne County. Wayne County's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Wayne County shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause Wayne County's certification or explanation to change. Wayne County acknowledges that the Commonwealth 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 into the contract.

Wayne County shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If a contract is awarded on a non-bid basis, Wayne County must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

If Wayne County 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, Wayne County shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

Wayne County, by submission of its bid or proposal and/or execution of state contract and by the submission of any bills, invoices or requests for payment pursuant to its contracts, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Wayne County shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Wayne County agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of Wayne County's compliance with the terms of this or any other agreement between the Wayne County and the Commonwealth that results in the suspension or debarment of Wayne County. Wayne County shall not be responsible for investigative costs for investigations that do not result in Wayne County's suspension or debarment.

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Wayne County shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged non-compliance with these Contractor Integrity Provisions. Wayne County agrees to make identified employees available for interviews at reasonable times and places. Wayne County, 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 Wayne County's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Wayne County's business or financial records, documents or files of any type or form that refer to or concern this contract. Wayne County shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

Wayne County Commissioners

Brian W. Smith, Chairman

Joseph W. Adams

Jocelyn Cramer

Dated this 19th day of May 2022.

Attest:

Andrew M. Seder, Chief Clerk