

NOTICE TO BIDDERS

Sealed proposals (Bid #2024-09) will be received by the Borough of Perkasio at the Borough Office, 620 West Chestnut Street, Perkasio, Pennsylvania, until 10:00 A.M. on July 31, 2024 for Commingled Recyclable Materials, (picked up and delivered).

Proposal documents (Perkasie Borough Bid No. 2024-09) can be secured at the Borough Office. All proposals shall be made in duplicate on these regular forms and shall be sealed, properly identified, and in the hands of the Borough Manager on or before the time specified.

A certified check or bid bond in the amount of ten percent (10%) of the total contract shall accompany each bid.

All bids received will be opened and read aloud at a meeting to be held on July 31, 2024 at 10:00AM at the above address.

The Borough hereby reserves the right to reject any or all bids, or any items therein, and to waive any informality in bids received.

BY ORDER OF BOROUGH COUNCIL

Andrea L. Coaxum
Borough Manager

INSTRUCTIONS TO BIDDERS

1. Receipts and Opening of Proposals

Proposals will be received and opened by the Borough for the proposed work, services or materials as outlined in "Notice to Bidders". The Borough may consider informal any proposal not prepared and submitted in accordance with the provisions thereof, and may waive any informalities in, or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified in the "Notice to Bidders" shall not be considered. All bids shall remain firm and irrevocable for the period of ninety (90) days after the public opening thereof.

2. Proposal Forms

All proposals must be submitted on the "proposal form" attached to this contract document. It must not be removed. The bidder or his authorized representative must sign all bids. Bids are required for the entire work described herein unless otherwise indicated and neither partial bids nor contingent bids will be considered. All bid prices must be written in ink or typed in words and figures in the blank spaces provided for each item. In case of discrepancy, the written words will be considered as the bid price. Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, his/her address and the name of the project for which the bid is submitted and shall be delivered to the Borough of Perkasi as specified in the "Notice to Bidders". If forwarded by mail, the sealed envelope containing the proposal and marked as designated above must be enclosed in another envelope, address as specified in the "Notice to Bidders" and sent by registered or certified mail.

3. Contract Documents and Bidder's Understanding

The documents that will form the basis of the Contract are as follows:

- 1) Notice to Bidders
- 2) Instructions to Bidders
- 3) General Terms and Conditions
- 4) Plans and Specification: Special Conditions
- 5) Specifications
- 6) Proposal Form
- 7) Bid Bond
- 8) Performance Bond
- 9) Bidders Affidavit
- 10) Non Collusion Affidavit
- 11) Non Discrimination & Equal Opportunity Affidavit

These documents hereinafter shall be referred to as the "Contract Documents". It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed during the prosecution of the work, the general and local conditions, and

other matters which may affect the work. Before submitting a bid, Bidders shall carefully examine the plans, read the conversation with any agent or employee of the Borough of Perkasio shall affect any of the terms or obligation herein contained.

4. **Qualifications of the Bidder**

Upon request, Bidder shall provide proof they have insured its liability under the Workmen's Compensation Act and shall also furnish proof of liability insurance in an amount and form acceptable to the Borough. The Bidder will be required to show that he is capable of performing the work contemplated and upon request shall furnish a financial and experience statement satisfactory to the Borough.

5. **Bid Security and Bond Requirements**

If required in the "Notice to Bidders", each proposal shall be accompanied by the depositor's check certified by the bank of deposit or bid bond in the amount of ten percent (10%) of the bid. The deposits of unsuccessful Bidders will be returned within five (5) days after the opening of bids.

If required in the "Specifications" or "Special Conditions", successful Bidder shall furnish within ten (10) days of the award, on a form attached, at his/their own expense, dated the same date as the Contract, a Performance Bond and a Labor and Material Bond.

6. **Plans and Specifications**

Should a Bidder find discrepancies in or omissions from the drawings or specifications, or be in doubt as to their meaning, he/she shall at once notify the Borough Manager who will then send a written bulletin or addendum to all Bidders clarifying the matter.

7. **Penalty for Delayed Wait**

The Borough is concerned about the time and expense of having to wait at the disposal facility to dump our commingled. Accordingly, the successful Bidders must agree that each time a Borough trash truck waits at the disposal facility for more than fifteen (15) minutes, the Borough is to be credited two hundred fifty dollars (\$250.00) toward the expense of dumping.

GENERAL TERMS AND CONDITIONS

1. **Definitions**

- a. **Borough**, Borough of Perkasio
- b. **Contractor**, Successful Bidder
- c. **Delivery Date**, The date the material or goods is to be received as specified in the Plans and Specifications.
- d. **FOB**, Free on Board

2. **Licenses, Permits and Regulations**

Contractor is responsible for obtaining all licenses and permits necessary for the execution of the work. Contractor shall also give all notices required by law and further will comply with all applicable laws, by-laws, rules and regulations pertaining to the work to be performed or goods to be provided.

3. **Payment**

Invoices shall be paid within thirty (30) days after acceptance of the material at the destination or receipt of the invoice, whichever is later. For any portion of the material which does not conform to the requirements of the Contract, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the Borough's right to inspect and accept the material and its documentation, nor shall the withholding of any payment, or prorated portion thereof, preclude the Borough from pursuing any other rights or remedies it may have under the Contract, in law, or in equity.

4. **Changes**

The Contract Documents contain the entire agreement and understanding between the parties. No verbal agreement shall vary the terms of this Contract. Changes that have been agreed upon shall be incorporated into the Contract by the issuance of a Change Order signed by an appropriate Borough Official.

5. **Indemnity**

The Contractor agrees to indemnify, hold harmless and defend the Borough and its officers, employees, agents, and representatives from and against:
Any claim, demand, cause of action, expense, or liability arising by reason of claims by governmental authorities or others (including the Contractor's subcontractors and the employees of the Contractor or the Borough) of any actual asserted failure of the Contractor to comply with any law, ordinance, regulation, rule or order of any governmental or quasigovernmental body, provided that compliance by the Contractor therewith was required under the provisions of this contract, at law, or

otherwise, including without limitation actual or asserted failure of the Contractor to pay taxes, duties, or fees or to comply with employee safety orders or safe place of employment laws; and

Any claim, demand, cause of action, loss, expense, or liability on account of injury to or death of persons (including the employees of the Borough, the Contractor and the Contractor's subcontractors and suppliers) or damage to or loss of property (including the property of the Borough) arising directly or indirectly out of the acts or omissions to act of the Contractor or his subcontractors, suppliers, or agents, or the employees of any thereof, in the performance of the work, including without limitation such claims loss, or liability arising under non-delegable duties of the Borough or arising from the use or operation by the Contractor of construction equipment, tools, scaffolding, or facilities furnished to the Contractor by the Borough to perform the work, irrespective of whether the party to be indemnified was concurrently negligent, whether actively or passively, and including any expenses and attorney's fees incurred by the Borough for legal action to enforce contractor's indemnification obligations under this section, but excepting where the injury or death of persons or damage to or loss of property was caused by the sole negligence or willful misconduct of the party to be indemnified; and

Any claim, demand, cause of action, expense or liability on account of actual or alleged contamination, pollution, or public or private nuisance arising directly or indirectly out of the acts or omissions to act of the Contractor or his subcontractors or supplier in the performance of the work.

6. **Non-Waiver**

The failure of the Borough to enforce any of the terms and conditions, or to exercise any right or privilege in the Contract, shall not be construed as a waiver of any such terms and conditions or right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise has occurred. No waiver by the Borough shall be valid unless expressly stated to be a waiver in a Change Order.

7. **Governing Law**

The Contract Documents shall be construed under the laws of the Commonwealth of Pennsylvania as if executed and to be performed wholly within the Commonwealth of Pennsylvania. All actions instituted by Contractor under the Contract Documents must be filed within the Commonwealth of Pennsylvania and if filed in State court, in the County of Bucks.

8. **Assignment**

Neither party to the Contract shall assign the contract or sublet it as a whole without

written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous consent of the Engineer.

9. **Notices**

Any notice pertaining to the Contract shall be in writing and sent registered or certified mail, postage prepaid, to the Borough or Contractor, as appropriate, at their respective addresses appearing in the contract. All notices directed to the Borough shall be addressed to the Borough Manager unless otherwise provided in the Special Conditions.

10. **Nondiscrimination and Affirmative Action**

The Contractor agrees, unless exempt, to comply with Executive Order 11246 and the applicable federal regulation pertaining to nondiscrimination and affirmative action (generally Part 60-1 of Title 41 of the Code of Federal Regulations), but not limited to the Equal Opportunity Clause (41 C.F.R. Paragraph 60-1.4), which is incorporated by reference, and Affirmative Action Clause for Handicapped Workers (41 C.F.R. Paragraph 60-741.4), which is incorporated by reference and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 C.F.R. Paragraph 60-250.4), which is incorporated by reference. The contractor certifies that its facilities for employees are not segregated. The Contractor further agrees, unless exempt, to comply with the Pennsylvania Nondiscrimination Clause (16 Pennsylvania Code Paragraph 49.101 (D)), which is incorporated by reference.

11. **Default**

- a. The Borough may, subject to the provisions of paragraph C below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension granted; or
 - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or such other period as the Borough Manager may authorize in writing) after receipt of notice from the Borough Manager specifying the failure.
- b. In the event the Borough terminates this contract in whole or in part as provided in paragraph A of this clause, the Borough may procure, upon the terms and in the manner as the Borough Manager may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the Borough for

any excess costs for such similar supplies or service; provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

- c. The Contractor shall not be liable for any excess of costs if evidence acceptable to the Borough Manager has been submitted to the Borough Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the contractor.

PLANS AND SPECIFICATIONS; SPECIAL CONDITIONS

Section I Obligation of Contractors

At a minimum, the Contractor shall:

Provide municipal commingled disposal service to the Borough of Perkasio for all commingled recyclable materials generated during the calendar years 2025, 2026 and 2027. Prices quoted are to include all costs including state fees and performance bonds as specified. Provide a bid bond or certified check in the amount of 10% of the annual bid amount to guarantee the bid.

Provide a performance bond in the format attached or in such a form approved by the Borough for each year in the amount of 100% of the estimated disposal costs for one year to guarantee performance under the contract.

Complete the attached Perkasio Borough Proposal Form.

Approximations for the amount of commingled recyclable materials can be made from a review of the Borough's annual report. Total tonnage for 2023 was 380.45.

As an option available to the Borough:

The bidders provide "not to exceed" prices and the Borough may award annual contracts for calendar years 2028 and 2029. Prices quoted are to include all costs including state fees and performance bonds as specified.

Section II Transportation Charge

In order to account for the Borough's cost in transporting the trash to the disposal facility, a transportation cost of \$5.75 per mile will be added to each bid. It will be assumed that the Borough will make one-hundred and four (104) round trips to the disposal facility (landfill, transfer station, etc.) per year. For purposes of determining the annual bid price, the Borough will calculate the total cost of disposal (including transportation) for each year as follows:

\$5.75 per mile x 104 round trips per year x _____ miles per round trip = _____
transportation cost per year.

All bidders are to measure the total miles on public roads from the weighing station at their disposal facility (landfill, transfer station, etc.) to the Perkasio Borough Public Works Building at Ninth and Pine Streets (311 S 9th St) in Perkasio Borough. This distance is to be multiplied times two (2) to equal a round trip distance. The Borough will calculate the total cost of disposal (including transportation) for each year as follows.

Quoted price per ton x 380.45 tons per year + total annual transportation cost = total cost.

Section III Qualifications

All disposal facilities must be licensed by the Pennsylvania Department of Environmental Resources. Any final location that the disposal company takes the trash to must also be properly licensed by the Pennsylvania Department of Environmental Resources. The successful bidder must comply with all regulations (including disposal sites) in the Bucks County Solid Waste Plan (as approved by the Pennsylvania Department of Environmental Resources).

Section IV Collection and Transport

Collection and transport of waste to the Contractor's disposal facility will not be the responsibility of the Contractor.

Section V Background Information

Approximate tons transported: **380.45 tons**

Section VI Penalty for Delayed Wait

The Borough is concerned about the time and expense of having to wait at the disposal facility to off load refuse material. Accordingly, the successful Bidders must agree that each time a Borough truck waits at the disposal facility for more than fifteen (15) minutes, the Borough is to be credited two hundred fifty dollars (\$250.00) toward the expense of dumping.

SPECIFICATIONS

The Borough of Perkasio is receiving bids for the hauling and disposal or reuse of our commingled recyclable material. All of these recyclables will be picked up at this single location at the rear of 311 South 9th Street. The Borough is also requesting Rebate prices for commingled recyclables picked up by the Borough, and delivered to your facility. The Borough requests prices on the following:

1. Bidder will place two (2) 40 cubic yard dumpsters at the site and allow glass, plastics (1-7), aluminum and steel cans to be placed in them. The Borough reserves the right to add more dumpsters if we deem necessary at the same contract price. These dumpsters will be picked up on an as needed basis. The Borough expects that each dumpster will need to be changed out once a week.
2. Bidder will offer a rebate price for commingled recyclables delivered once per week to your facility.
3. Bidder will accept commingled delivered to your facility (glass (green, brown and clear), plastics (1-7), aluminum and steel cans). Bidder will offer a rebate price for commingled recyclables (as described above) delivered to your facility.

In order to account for the Borough's cost in transporting the commingled material to the facility, a transportation cost of \$5.75 per mile will be added to each bid. [See "Transportation Charge" on page 8 for details on calculation.]

Distance to your facility from Borough Public Works building (one way), 311 South Ninth Street, Perkasio, PA 18944

_____ Miles

At no time should the Borough be without any container.

This bid is for a period of three (3) years with two one-year options if the Borough chooses to use them.

Any questions regarding these specifications should be directed to Jeff Tulone, Director of Public Works at 215-257-5065 or publicworks@perkasioborough.org.

PROPOSAL FORM

Listed below are the unit prices.

1. 40 cubic yard open dumpster monthly rental fee:
(for glass, plastics, aluminum and steel)

Year 1	\$ _____	per month (contract)
Year 2	\$ _____	per month (contract)
Year 3	\$ _____	per month (contract)
Year 4	\$ _____	per month (optional)
Year 5	\$ _____	per month (optional)

2. Hauling cost per dumpster per trip:

Year 1	\$ _____	per trip (contract)
Year 2	\$ _____	per trip (contract)
Year 3	\$ _____	per trip (contract)
Year 4	\$ _____	per trip (optional)
Year 5	\$ _____	per trip (optional)

3. Rebate price (per ton) to the Borough on commingled recyclables:

Year 1	\$ _____	(contract)
Year 2	\$ _____	(contract)
Year 3	\$ _____	(contract)
Year 4	\$ _____	(optional)
Year 5	\$ _____	(optional)

List all types of plastics and requirements of glass that you will accept: Note all exceptions:

Plastics: _____

Glass: _____

Specify how dumpsters will be weighed to assure current tonnage calculations:

PERKASIE BOROUGH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITY. CONTRACTOR GUARANTEES ABOVE PRICES TO BE VALID FOR A PERIOD OF NINETY (90) DAYS AFTER BID OPENING.

BID BOND

There is enclosed herewith a bid bond or certified check, drawn to the order of the Borough of Perkasio, in the amount of ten percent (10%) of the total bid price to guarantee that in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and a performance bond and insurance will be provided to the Borough. In the event the bidder is awarded the bid and fails to execute the contract and/or provide a performance bond and insurance as required, bidder agrees that the Borough of Perkasio shall retain/collect the 10% of the total bid under the bid bond as liquidated damages. Bidder agrees to sign all papers necessary to accomplish Perkasio Borough's receipt of the bid bond monies as indicated above; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Borough of Perkasio the required performance and completion bond upon award of the contract. It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder; or to secure any advantage over the Borough of Perkasio or any person interested in the proposed contract; and further, that such bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that not Borough official or employee of said Borough is interested, whether directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned in the basis of such bid.

Dated: _____, 20 _____

BY: _____

TITLE: _____

ADDRESS: _____

(Seal)*

* NOTE: If the bidder is a corporation, a corporate seal must be affixed and attached thereto; and there shall be a certified copy of a resolution of the Corporate Board of Directors indicating that the officer signing the above proposal and bid has the authority to make said proposal and bid and submit it for the Corporation.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____

As Principal, and _____ a corporation organized and existing under the laws of the State of _____ as Surety are held and firmly bound unto the Borough of Perkasié, a duly incorporated Borough within the County of Bucks, and the Commonwealth of Pennsylvania, (hereinafter called "Obligee"), and in full and just sum of _____ Dollars and _____ Cents (\$ _____) Lawful money of the United states of America, to be paid to the said

_____ Or

Its assigns, to which payments well and truly to be made and done we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this ____ day of _____ 2024.

WHEREAS, the above bounded Principal has entered into a contract with the said obligee dated the _____ Day of, _____ 20 _____ for _____ Upon certain terms and conditions in said contract more particularly mentioned:

AND WHEREAS, it is one of the conditions of the award of the obligee pursuant to which said contract is about to be entered into that these presents be executed.

NOW THEREFORE, the joint and several conditions of this obligation are such.

That if the above bounded Principal, as Contractor, shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract and general conditions, the specifications and other contract documents therein referred to and made part thereof, and which are hereby made part of this bond, the same as though they were set forth herein, and shall indemnify and save harmless the said obligee and all its officers, agents and employees from any expenses incurred through the failure of the said Contractor to

complete the work as specified, and for any damages growing out of the manner of performance of said contract by said Contractor or his Sub-Contractors, or his or their agents or servants, including patent, trademark and copyright infringements, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in terms of the contract, or in the work to be done, or materials to be furnished, or in lost labor to be supplied or performed under it, or the giving by the Obligee of any extension of time for the performance of the contract, or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety or Sureties of such alterations, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

SIGNED, SEALED AND DELIVERED, this ____ day of _____ 20__

Principals sign here:

In the presence of:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Surety sign here:

Witness:

_____ By _____ (SEAL)

Attorney-in-fact

BIDDER'S AFFIDAVIT

I, _____, being duly sworn, depose that he/she resides at _____ and that he/she is the _____ (Title) of _____ (Name of Bidder).

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, and that the seal attached thereto is the seal of the bidder, and that each, every, and all declarations and statements contained in the bid and any and all affidavits, questionnaires, and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 20____
My commission expires _____
(Notary Public in and for County)

SEAL

NON-COLLUSION AFFIDAVIT

COMMONWEALTH of PENNSYLVANIA

SS:

I, _____ (Affiant) being duly sworn, deposes and says that I am _____ (Sole owner, a partner, president, secretary, etc.) of _____ (Bidder's Name) of the party making the foregoing bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the participating municipality (Perkasie Borough) or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 20_____.

My commission expires _____

(Notary Public in and for County)

SEAL

NON-DISCRIMINATION & EQUAL OPPORTUNITY

Nondiscrimination and equal opportunity are the policy of the Commonwealth in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744, as amended, (43 P.L. & 951, et. seq.) and 43 P.L. & 152, by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

This policy applies to the Contracting Agencies of this Commonwealth (Department of Community Affairs, Bureau of Recreation and Conservation), and to applicants who perform under State contract (municipalities and their contractors).

Every state contract shall contain a nondiscrimination clause barring discrimination in employment, because of race, color, religious creed, handicap, ancestry, national origin, age, or sex.

The applicant shall include this Act and the following nondiscrimination provisions in any construction contract awarded for the project.

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against an employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations.
5. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.
6. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligation under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
7. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contractor or with any such laws, this contract may be terminated or suspended, in whole or in part, the Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
8. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation and ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
9. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
10. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

I have read the forgoing and agree to be bound by the provisions:

Date

Signature