

HORSHAM LAND REDEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP) FOR BRAC RELATED LEGAL COUNSEL FOR NAS-JRB WILLOW GROVE

The Horsham Land Redevelopment Authority (HLRA) is requesting proposals from professional legal counsel to advise the HLRA regarding issues relating to military base realignment and closure and environmental law relating to the Base Realignment and Closure (BRAC) 2005 closure of the former Naval Air Station-Joint Reserve Base (NAS-JRB) Willow Grove.

Sealed proposals: Proposal will be delivered to the following address:

Horsham Land Redevelopment Authority
Attn: Michael D. Shinton, P.E., Executive Director
1025 Horsham Road
Horsham, PA 19044

Proposal Deadline: 3:00 PM (Local Time), December 6, 2024

Proposals must be delivered to the HLRA at the address and time listed above in order to be considered.

All proposals must be in sealed envelopes clearly marked:
“SEALED PROPOSAL - HLRA RFP 24-01, BRAC Related Legal Counsel”

Guidelines detailing form and content requirements for the proposal are attached.

Michael D. Shinton, P.E.
HLRA Executive Director
Tel: (215) 643-3131
Fax (215) 643-0448
mshinton@horsham.org

GUIDELINES FOR RESPONDING TO REQUEST FOR PROPOSAL FOR BRAC RELATED LEGAL COUNSEL FOR NAS-JRB WILLOW GROVE

1.0 Introduction/Purpose & Intent

The Horsham Land Redevelopment Authority (HLRA), by means of this Request for Proposals for BRAC Related Legal Counsel (the “RFP”), is soliciting proposals from qualified firms interested in performing the services described herein as “BRAC Special Counsel”. The work will support the HLRA’s efforts to acquire approximately 862 acres of federal surplus property at the former Naval Air Station-Joint Reserve Base (NAS-JRB) Willow Grove, PA.

It is expected that the agreement between the HLRA and the BRAC Special Counsel will be formalized in a professional service agreement covering all costs for BRAC related legal counsel plus reimbursable expenses. The agreement will be subject to all applicable Federal and Pennsylvania state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

The BRAC Special Counsel will be engaged until the delivery of the services specified, commencing with the Notice to Proceed. The HLRA reserves the right to extend the term of the engagement to continue to retain the services of the BRAC Special Counsel in accordance with Section 1.1 below.

1.1 Additional Services

The firm providing the services subject to this RFP may also be retained to provide additional services of similar disciplines relative to Scope of Services described in this RFP. It is understood that the firm may be retained, if, in the sole discretion of the HLRA, it is determined that the additional services are required and that such procurement is in the best interest of the Authority. The firm’s initial services must be acceptable and satisfactorily completed in order to be considered a candidate to be retained by the Authority to provide additional services. It is further understood that the Authority is under no obligation to solicit a proposal and/or retain the firm to provide any such additional services. Hourly billing rates requested as part of the RFP will be utilized as a basis for negotiating a mutually agreeable price for such additional services. An amendment to the agreement will be signed by both parties should the Authority decide to procure additional services.

1.2 Public Entity Crime Information

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or BRAC Special Counsel under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

2.0 Background

The NAS-JRB Willow Grove Redevelopment Plan and Homeless Assistance Submission were submitted to the U.S. Navy and U.S. Department of Housing and Urban Development (HUD) on April 27, 2012. HUD approval was received on May 21, 2014. The Redevelopment Plan recommends that the former base be conveyed to an implementation LRA via an Economic Development Conveyance (EDC).

The NAS-JRB Willow Grove Redevelopment Plan is focused on the creation of job generating uses through a variety of mixed uses including office parks, a hotel/conference center, low and moderate density residential areas and a Town Center. The Redevelopment Plan also provides for a school and recreation area, a historical aviation museum, family entertainment facilities and parks and open space.

Information on the NAS-JRB Willow Grove Redevelopment Plan is available at the HLRA website (www.hlra.org).

3.0 Scope of Work

The Scope of Services to be provided by the BRAC Special Counsel is attached hereto as Attachment #1.

The Scope of Services is intended as a guide for the BRAC Special Counsel to understand the overall basic requirements of the services required and is not intended to identify each specific activity or work that is needed or desirable. It is the responsibility of the BRAC Special Counsel to review the Scope of Work and identify in its Proposal any additional services that may be required to complete the Scope of Work. The selected BRAC Special Counsel shall recommend the level of detail and activities required for the professional services agreement based on the firm's experience and expertise.

4.0 Proposal Submission

Applicants shall submit the following to Michael D. Shinton, Executive Director, Horsham Land Redevelopment Authority (HLRA), 1025 Horsham Road, Horsham, PA 19044:

a. **Hard Copy:** One (1) signed hard copy of the Qualifications package (as described in Section 9.0) marked "Original" in a sealed envelope, titled as follows: HLRA RFP 24-01, BRAC Related Legal Counsel Proposal.

b. **Digital Copy:** One (1) digitally signed proposal in Microsoft Office format or as a pdf file marked: HLRA RFP 24-01, BRAC Related Legal Counsel Proposal.

Proposals must be received by 3:00 PM (local time), on December 6, 2024. It is the responsibility of the proposer to assure that the Proposal is delivered at the proper time and place.

Proposals by telegram, facsimile, electronically or telephone will NOT be accepted. Proposals received after the date and time listed above may not be considered.

The HLRA reserves the right, but not the obligation, to hold oral interviews with any or all of the firms submitting Proposals.

The HLRA will not be responsible for any expenses in the preparation and/or presentation of the proposals or oral interviews, if any, or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

The HLRA reserves the right to request additional information if necessary, or to request an interview with firm(s), or to reject any and all Proposals with or without cause, and waive any irregularities or informalities in the Proposal(s) submitted. The Authority further reserves the right, but not the obligation, to make such investigations as it deems necessary to substantiate the information contained in the firm's Proposal as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the Authority reserves the right to re-solicit Proposals.

The Authority, at its sole discretion, reserves the right to waive minor elements of non-compliance of any firm's Proposals with regard to the requirements of this RFP.

The responding firm assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after the Proposals are accepted because of a firm's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all the all requirements of this RFP and the Scope of Work.

All proposals, documentation and other information submitted in response to this RFP shall become the property of the HLRA and generally shall be available to the general public as required by applicable law including the Pennsylvania's Act 3 of 2008 (Right to Know Law). The HLRA does not guarantee the confidentiality of submissions.

Communications with representatives of the Authority by your firm or your firm's representatives concerning this RFP are NOT permitted during the term of the submission and evaluation process (except as set forth in Section 5.0 below). Communications regarding this RFP in any manner (except as set forth in Section 5.0 below) will result in the immediate rejection of your firm's Proposal.

5.0 Questions and Answers

The Authority will accept questions from firms regarding any aspect of this RFP via email only until 4:30 PM (local time) on November 15, 2024. Questions should be directed via email to tames@horsham.org. Please indicate "BRAC Related Legal Counsel RFP" in the subject line of the email.

All answers to questions posed will be issued through an addendum (if any) to this RFP made available to all firms who have requested copies of the RFP.

All addenda to the original RFP will become part of this RFP and will be incorporated by reference in the final contract resulting from this RFP. Respondents will be required to acknowledge receipt of all addenda as part of its Proposal submission.

6.0 Subcontracting

The HLRA encourages each firm responding to this RFP, to the extent that there are opportunities for each firm to subcontract services under this procurement, the firm will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible. The BRAC Special Counsel, if subcontracts are to be let, shall take the affirmative steps listed in 32 CFR Part 33.36 (e) (2) (i) through (v)

The firm must identify any and all sub-consultants in its Proposal. The firm must use the sub-consultant identified in the firm's Proposal to perform the services required, unless the firm requests the approval of the HLRA for the substitution of a sub-consultant who can also provide the services required, with such approval of the HLRA to be the HLRA's sole decision.

7.0 Availability Of and Receipt of Funds from the U.S. Department of Defense

Please note: Payment for all services provided by the BRAC Special Counsel is subject to the availability and receipt of funds from the U.S. Department of Defense. This engagement is subject to termination for convenience by the HLRA, without penalty to the Authority, if funds from the U.S. Department of Defense are not available and/or received by the Authority at any time during term of this engagement.

8.0 The Proposal

The Proposal to be submitted by each firm consists of qualification information and a cost proposal. The qualification information including the requested supporting documents listed in Section 9.0 must be included in the Proposal.

9.0 Instructions for Submitting the Proposal

The BRAC Special Counsel shall describe the approach and plans for accomplishing the work outlined in the Scope of Work (Attachment #1). The Proposal must consist of the following:

- A. Letter of Interest
- B. Description of Firm's Prior Experience
- C. Resumes of Key Team Members
- D. References
- E. Non-collusion Affidavit
- F. Certification of Ability to Obtain Required Insurance Coverage
- G. Affidavit accepting provisions of Workmen's Compensation Act
- H. Non-discrimination clause
- I. Certificate of Indemnification
- J. Fixed Cost Proposal

Each Proposal will be evaluated based on the Evaluation Criteria enumerated in Section 10.0.

A more detailed description of the items required in the Proposals follows:

- A. Letter of Interest: Each proposer must include a cover letter/letter of interest which indicates the full name and address of the firm and the branch office (if any) that will be the lead office to perform the services in the RFP. The letter shall indicate the name and Request For Proposal (BRAC Special Counsel) (8-1-2024)

contact information for the individual who will be the senior contact person for the firm. The proposal shall indicate whether the firm is operating as an individual proprietorship, partnership, corporation or joint venture. The cover letter shall also indicate the state of incorporation of the firm and list all licenses obtained by the firm enabling it to operate. The cover letter shall also include a list of all subcontractors and which portion(s) of the tasks assigned.

- B. Description of Firm's Prior Experience: The proposal shall clearly include information relating to the Firm's skills and experience in a manner that demonstrates its capability to complete the Scope of Work as described in Attachment #1. If applicable, please highlight projects in which members of your proposed project team have worked together. Please indicate for each project which you list, the scope of the project, location of the project and the years that the project was worked on.

Please provide a description of experience related to:

1. Former military base reuse and redevelopment planning.
2. Provision of legal advice and counsel relating to application to acquire property via Economic Development Conveyance (EDC), Public Benefit Conveyance (PBC), Conservation Easement, public auction, negotiated sale and other property conveyance methods in the BRAC 'toolkit'.
3. Client reference name, phone number, and email address.

- C. Resumes of Key Team Members: A resume for each Key Team Member shall be included.

- D. References: The proposer shall provide at least three client references directly applicable to the scope of services with contact names, addresses, phone numbers and email addresses. References may be checked at the Authority's discretion.

- E. Non-Collusion Affidavit: All respondents must execute and submit with their proposal a Non-Collusion Affidavit (Attachment #2). Note: For proposer's convenience, this certification form is enclosed and is part of the RFP.

- F. Insurance: The successful BRAC Special Counsel will be required to provide a certificate of insurance naming the HLRA, HLRA officials, and employees as additional insured in the amounts as listed in the attached Insurance Requirements (Attachment #3). Said insurance shall be issued and in full force and effect during the contract. All respondents must acknowledge their ability to satisfy this requirement in their proposal.

- G. Affidavit accepting provisions of Workmen's Compensation Act: All proposals shall provide an executed affidavit (Attachment #4). All respondents must acknowledge their ability to satisfy this requirement in their proposal. Note: For proposer's convenience, this affidavit is enclosed and is part of the RFP.

- H. Nondiscrimination Clause: All proposals must include an executed nondiscrimination clause (Attachment #5).

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract to provide goods or services to a public entity for the construction or repair of a public building or public work as a contractor, supplier, subcontractor, or

BRAC Special Counsel under contract with any public entity, and may not transact business with any public entity. Note: For proposer's convenience, this nondiscrimination clause form is enclosed and is part of the RFP.

- I. Indemnification: To the fullest extent permitted by Federal and state law, Contractor shall indemnify and hold harmless the HLRA, its officers, member entities, and employees from liabilities, damages, losses, defense costs, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement. Indemnification form must be provided to the HLRA (Attachment #6). Note: For proposer's convenience, this certificate form is enclosed and is part of the RFP.

- J. Cost Proposal: The following information must be provided:

The proposer must provide a complete Fee Schedule, which shall include the fixed hourly rate rates of the BRAC Special Counsel's staff to provide the services listed in the Scope of Work (Attachment #1). The proposer shall also include a statement of any assumptions or exclusions underlying the Firm's Cost Proposal.

The information in the Cost Proposal shall be taken into consideration as part of the selection process. Failure to submit all required information may result in the Firm being considered non-responsive.

10.0 Selection Process

All proposed will be reviewed to determine responsive to the RFP. Non-responsive proposals will be rejected without evaluation. Responsive Proposals will be reviewed by an evaluation committee pursuant to the criteria specified below. The HLRA reserves the right to request clarifying information subsequent to the submission of Proposals, if necessary. The HLRA, at its sole discretion, also reserves the right to request best and final offers from selected Proposers, as it may deem appropriate.

The criteria used to evaluate each Firm's proposal will include, but not be limited to, expertise, capacity, experience and personnel and will include the following evaluation criteria categories, not listed in order of significance:

- A. Proposer's experience with BRAC installations and the BRAC process
- B. Qualifications and expertise of Key BRAC Special Counsel staff
- C. Proposer's Cost Proposal
- D. Proposer's understanding of the Scope of Work and project requirements
- E. Proposer's experience in successfully providing services of a similar scope and size to that required by this RFP.
- F. References (which may be checked at the discretion of the HLRA).

The evaluation will be based on the information provided to the HLRA in response to this RFP and any necessary verification of such information provided thereof.

The selection of the successful firm will be based upon a determination of which Proposal is viewed as the most advantageous and in the best interest of the HLRA or its successor, in its sole discretion, considering the criteria listed above, price and other factors considered.

Notwithstanding anything to the contrary, the HLRA has no obligation to enter into an agreement and it expressly reserves the right, at its sole and absolute discretion, to modify, alter or waive any provisions or informalities of this RFP and to reject any submission, which, in the HLRA's sole judgment, is not in compliance with the terms of this RFP or any part thereof, or which is deemed in the best interest of the HLRA.

The HLRA reserves the right to proceed or not to proceed with any portion of the Scope of Work for the project, in the order and strictly as needed, based solely on the determination of the Authority, or to terminate the selection process at any time.

Attachments

Attachment #1 Scope of Work

Attachment #2 Non-Collusion Affidavit

Attachment #3 Insurance Requirements

Attachment #4 Workman's Compensation Act Affidavit

Attachment #5 Equal Opportunity and Non-discrimination Clause

Attachment #6 Indemnification and Hold Harmless Certification

SCOPE OF WORK

Legal Services – BRAC Special Counsel

Horsham Land Redevelopment Authority (HLRA)

The former NAS-JRB Willow Grove, PA consists of approximately 862 acres of improved and unimproved fee simple land located within Horsham Township, Montgomery County, PA. The U.S. Navy ceased operations at the site in April 2011, demolished some utility systems and has placed all other buildings and utility systems in layaway status effective September 2011. Since 2014, the U.S. Navy has been investigating the impacts of past use, releases and spills of per- and polyfluoroalkyl substances (PFAS) and developing remedial solutions consistent with Environmental Protection Agency (EPA) and Pennsylvania Department of Environmental Protection (PADEP) input, guidelines and regulations.

Two parcels of the former base were transferred to the Federal Aviation Administration (FAA) and the Department of the Air Force. The FAA parcel consists of approximately 3 acres along Horsham Road and includes the Airport Surveillance Radar-11. The parcel transferred to the Air Force totals approximately 26 acres and is located in the northeastern portion of the base and is now part of the military enclave remaining at the site known as the Biddle Air National Guard Base.

The Horsham Township Authority for NAS-JRB Willow Grove (HLRA) was responsible for planning the reuse of the surplus property. The Redevelopment Plan, consisting of a variety of land uses including office parks, residential, parks and open space, retail, town center and a hotel/conference center, was approved in 2012 by the HLRA Board and submitted to the Navy and the US Department of Housing and Urban Development (HUD). HUD approval was received in May 2014.

The NAS-JRB Willow Grove Redevelopment Plan recommends that the surplus property be obtained by an implementation LRA via an Economic Development Conveyance (EDC).

In June 2012, Horsham Township created the Horsham Land Redevelopment Authority (HLRA) to implement the NAS-JRB Willow Grove Redevelopment Plan. In August 2012, the implementation HLRA was recognized by the Department of Defense as the local redevelopment authority for the purpose of implementing the local redevelopment plan for the former Naval Air Station – Joint Reserve Base (NAS-JRB) Willow Grove.

The HLRA seeks to hire a qualified counsel to provide legal advice and guidance to assist the LRA during discussions with the U.S. Navy on issues relating to the NAS-JRB Willow Grove property.

The following tasks to be performed by BRAC Special Counsel, as requested, will include:

- Assisting in advising the HLRA on Economic Development Conveyances (EDC) and advice on property transfers through other conveyance methods, including public benefit conveyances.

- Assisting the HLRA in responding to questions/comments by the Navy relating to the EDC Application and any subsequent revisions
- Assisting the HLRA in preparing and negotiating the EDC terms and conditions with the Navy.
- Assisting the HLRA in selecting a master developer or master development team to develop the entire property declared surplus by reviewing and evaluating Requests for Proposal (RFP) documents and all resulting offers and proposals plus any other offers/proposals
- Assisting the HLRA in preparing and negotiating an Exclusive Negotiation Agreement with a master developer or master development team to include development agreements, leases, contracts and licenses. Insure all deed covenants, land use controls, leases, subleases and other contracts are reflected appropriately in the documentation.
- Brief or advise the HLRA on options relating to the Navy's property conveyance strategy relating to the Navy's continuing environmental remediation of the Installation Restoration (IR) sites. Review and advise the HLRA on FOSTs and all other environmental documentation related to property transfer. Advise the HLRA on impacts relating to deed covenants, land use controls and other property restrictions.
- Advise the HLRA on the potential delisting of the site from the EPA's National Priorities List (Superfund). Prepare or review documentation related to the delisting effort.
- Advising the HRLA on any and all other legal issues related to BRAC statutes, Federal and DOD regulations and policies. Provide legal services as necessary to advise on property transactions including leases, EDC conveyances, ESCA's and caretaker responsibilities.

Potential Deliverables:

- Prepare, review or provide opinions on various matters including questions or comments on EDC application, EDC term and conditions, public benefit conveyances or other property conveyance methods
- Prepare, review or provide opinions on RFP's, developer proposals, exclusive negotiation agreements, master developer agreements or other documents related to the implementation of the Redevelopment Plan
- Prepare or review deeds, bills of sales, lease, subleases or licenses
- Prepare written opinions on NPL delisting options
- Prepare written opinions on FOSTs and other environmental documentation relating to property transfer
- Participate in calls/meetings as required

NON-COLLUSION AFFIDAVIT

State of _____: : s.s.

County of _____

I state that I am _____ (Title) of _____ (Name of my firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposers are due.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

_____(Name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Horsham Land Redevelopment Authority in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Horsham Land Redevelopment Authority of the true facts relating to the submission of proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires _____
Date

**NOTICE TO CONTRACTORS
INSURANCE REQUIREMENTS**

A Certificate of Insurance indicating proof of coverage in the following amounts is required:

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30 – day Notice of Cancellation required on all certificates	
Commercial General Liability, including: Commercial Form Premises – Operations Explosion and Collapse Hazard Underground Hazard Products/Completed Operations Hazard Contractual Liability Broad Form Property Damage Independent Contractors Personal Injury	\$2,000,000.00
Automobile Injury-Owned Non-Owned Or Rented	\$1, 000, 000 Combined Single Limit
Workers’ Compensation	Which Complies with the Commonwealth of Pennsylvania Workers’ Compensation Act
Employers’ Liability	\$100,000
Excess Liability	\$2,000,000 Combined Single Limit

Certificate of Insurance must name the Horsham Land Redevelopment Authority (HLRA), HLRA officers and staff as additional insured.

**AFFIDAVIT ACCEPTING PROVISIONS
OF THE WORKMEN’S COMPENSATION ACT**

Commonwealth of Pennsylvania

)

) ss:

County of

)

_____ being duly sworn according to law disposes and says that they have accepted the provisions of the Workmen’s Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said Act with _____.

(Surety Company)

Contractor (Type or print)

By _____
Signature/Title

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires _____
Date

**EQUAL EMPLOYMENT OPPORTUNITY
AND REFERRAL TO NON-DISCRIMINATION CLAUSE**

I hereby acknowledge and accept that in performing the work or making or furnishing any article required by this proposal, the undersigned shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and all subsequent rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will comply with all provisions of Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49. The Non-Discrimination Clause as issued by the Pennsylvania Human Relations Commission is attached and will be incorporated in the General Conditions of any Contract that may evolve from this proposal.

Signature

Title

NONDISCRIMINATION CLAUSE

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

1. Contractor shall not discriminate against any 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 ensure that applicants are employed and that employee or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay for 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 all qualified applicants will receive consideration for employment within regard to race, color, religious creed, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's 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 a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations commission or this nondiscrimination clause that contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. 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.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group person, so that Contractor will be unable to meet its obligations under the contract compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the vent of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the contractor Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and Human Relations Commission, for purposes of Investigative to ascertain compliance with the provisions of the Contract Regulations, pursuant to 4935 of this title (relating to information concerning compliance by contractors). 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 or the Commission.
8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions will be binding upon each subcontractor.
10. The terms used in this nondiscrimination clause shall have the same meaning as in the contract compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, BRAC Special Counsel shall indemnify and hold harmless the HLRA, its officers, its entities and employees from any and all claims of any nature, including but not limited to liabilities, damages, losses, defense costs, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the BRAC Special Counsel and other persons employed or utilized by the BRAC SPECIAL COUNSEL performance of this Agreement.

Company Name

Authorized Signature- Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date_____