



Landscape Architects

February 4, 2026

Rachelle Scott, Director of Parks & Recreation  
Lower Paxton Township  
425 Prince Street  
Harrisburg PA 17109

RE: Koons Memorial Park – Basketball Court Improvements  
Project No. 25LPT-01

Dear Rachelle:

On February 3, 2026, bids were received via PennBid for the above-referenced project. A total of five bids were received. The bids are summarized on the attached Bid Tabulation form.

YSM Landscape Architects (YSM) reviewed the required bid submittal documents for the apparent low bidder and found them to be complete. The apparent low bidder is SLC Excavating, LLC., the contractor currently completing the Centennial Acres Park & Kohl Memorial Park court improvement project for Lower Paxton Township. In addition to the work at Centennial Acres Park & Kohl Memorial Park, YSM has worked with SLC Excavating, LLC on eight park development projects installations over the past four years, and I can attest to the quality of their work and professionalism.

SLC Excavating, LLC is the lowest responsible bidder for Contract No. 1 – Site Improvement Contract with a base bid of \$279,904.00. A deduct alternate was received to eliminate the basketball court color coat (- \$39,200.00).

Based on the information submitted and their past performance on site construction projects, YSM recommends that Lower Paxton Township award Koons Memorial Park, Contract No. 1 to SLC Excavating, LLC for a contract price of \$279,904.00. YSM recommends that the Township Solicitor review the original bids for authenticity, completeness, and accuracy.

Please let me know when the Township officially awards the contract. Following award, I will provide the Contractor with the Notice of Award and, at the same time, request the performance and payment bonds and insurance certificates. Please contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Ann E. Yost". Below the signature, the text "Ann E. Yost, RLA" and "Landscape Architect" is printed in a smaller, black, sans-serif font.

Ann E. Yost, RLA  
Landscape Architect

Attachments

# Koons Memorial Park

## Basketball Court Improvements

### Contract No. 1 - Site Improvement Contract

### Bid Tabulation

Contractor	Base Bid	Deduct Alternate No.1 Basketball Court Color Coat	Bid Bond	Non-Collusion Affidavit	Bidders Qualification Form
SLC Excavating, LLC	\$279,904.00	(\$39,200.00)	✓	✓	✓
All-Terra Construction, Inc.	\$336,600.00	(\$48,540.00)	✓	✓	✓
Ebersole Excavating, Inc.	\$359,384.00	(\$43,000.00)	✓	✓	✓
Shiloh Paving & Excavating, Inc.	\$420,670.00	(\$39,200.00)	✓	✓	✓
Construction Masters Services, LLC	\$449,270.00	(\$45,000.00)	✓	✓	✓

PENAL SUM FORM

**BID BOND**

**BIDDER (Name and Address):**

Paul Risk Associates inc t/d/b/a SLC Excavating LLC  
2 South Church Street Quarryville , PA 17566

**SURETY (Name and Address of Principal Place of Business):**

Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116

**OWNER (Name and Address):**

Lower Paxton Township  
425 Prince St, Harrisburg, PA, 17109

**BID**

BID DUE DATE: 02/06/2026

PROJECT (Brief Description Including Location):

Koons Memorial Park - Basketball Court Improvements

**BOND**

BOND NUMBER: BID

DATE (Not later than Bid due date): 02/06/2026

PENAL SUM: Ten Percent of Amount Bid

(Words)

(10%)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

Paul Risk Associates inc  
t/d/b/a SLC Excavating LLC (Seal)

Bidder's Name and Corporate Seal

By:

*Blair Murphy* Signature and Title *Vice President*

Attest:

*JKM* *President*  
Signature and Title

**SURETY**

Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

*Doriza Mojica* Signature and Title  
Attorney-in-Fact (Attach Power of Attorney)

Attest:

*JK* Brandon Ketkeorrasmy, Signature and Title  
Witness

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNBR or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8214943 - 985949

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Alexis; Danielle M. Bechard; Jonathan Gleason; Chad Warren Johnson; Michelle Anne McMahon; Dorita Mojica; Kyle Williams; Malerie Janet Williams; Connor Wolpert

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 22nd day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2026.



By:   
Renee C. Llewellyn, Assistant Secretary

## Question Set 1: Acknowledgements

#	Question	Response	Comment	Status
1.0.1	The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.2	Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.3	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: Enter Addendum Number and Date(s)	I agree	Addendum 1 - Jan 28th 2026, Addedendum 2 - Jan 29th, 2026	Complete
1.0.4	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.5	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.6	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.7	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.8	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has given Landscape Architect written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Landscape Architect is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.9	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: This Bid is genuine and not made in the interest of or on the behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.10	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bid is based on Pennsylvania Prevailing Wage rates as issued for this project. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.11	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder understands that unit prices are included for adjustment of the contract amount in the event the Owner directs additional work not shown on the Drawings and no adjustment will be made for actual quantities completed in performing the work shown on the plans. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.12	Bidder will complete the Work as described on Drawings, sheets S1 - S5 inclusive and Specifications contained herein for the price(s) submitted. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.13	The stated amount constitutes the Base Bid and includes all permits, fees, insurance, and bonds required to execute the work. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.14	The Owner may, in its sole discretion, increase or decrease the Site Improvement Contract, through application of the unit price and alternates. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.15	Bidder agrees that the Work will be substantially complete and ready for Final Payment in accordance with Paragraph 14.13 of the General Conditions, on or before the dates or within the number of calendar days indicated in the Agreement. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.16	The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of _____ (Enter I Agree or I Do Not Agree)	I agree	Bid Bond	Complete
1.0.17	The following documents are attached to and made a condition of this Bid: A tabulation of subcontractors, suppliers and other persons and organizations required to be identified in this Bid. (Enter I Agree or I Do Not Agree)	I agree		Complete
1.0.18	Enter: Bidder Name, Title, Address, Phone Number, Email	I agree	Blake Murphy, Vice President, 2 S. Church St. Quarryville, PA 17566, 717-314-1302 bmurphy@slcexcavating.com	Complete
1.0.19	The terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings assigned to them in the General Conditions or Instructions. (Enter I Agree or I Do Not Agree)	I agree		Complete

## Responses

Success: All data is valid!

Status	#	Description	Unit of Measure	Quantity Required	Numeric	Unit Price	Total Cost
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### Base Bid Pricing

Success: All values provided	#1-1	<b>Mobilization/Demobilization</b>	LS	1	\$ 6,965.00	\$ 6,965.00	
Success: All values provided	#1-2	<b>Bond and Insurance</b>	LS	1	\$ 5,183.00	\$ 5,183.00	
Success: All values provided	#1-3	<b>E &amp; S Control Measures</b>	LS	1	\$ 4,940.00	\$ 4,940.00	
Success: All values provided	#1-4	<b>Site Preparation</b>	LS	1	\$ 12,098.00	\$ 12,098.00	
Success: All values provided	#1-5	<b>Topsoil Stripping and Replacement</b>	LS	1	\$ 12,015.00	\$ 12,015.00	
Success: All values provided	#1-6	<b>Site Grading</b>	LS	1	\$ 10,999.00	\$ 10,999.00	
Success: All values provided	#1-7	<b>Concrete Pavement at Benches</b>	SF	376	\$ 13.65	\$ 5,132.40	
Success: All values provided	#1-8	<b>Concrete Pavement at Bleachers</b>	SF	624	\$ 13.40	\$ 8,361.60	
Success: All values provided	#1-9	<b>Basketball Court Pavement Overlay</b>	SY	2160	\$ 31.35	\$ 67,716.00	
Success: All values provided	#1-10	<b>Basketball Court Pavement</b>	SY	320	\$ 86.30	\$ 27,616.00	
Success: All values provided	#1-11	<b>Basketball Court Color Coat and Lines</b>	SY	2480	\$ 18.85	\$ 46,748.00	
Success: All values provided	#1-12	<b>Basketball Court Fencing</b>	LF	212	\$ 64.00	\$ 13,568.00	
Success: All values provided	#1-13	<b>Basketball Court Posts Backboards, Rims, Nets</b>	EA	6	\$ 1,060.00	\$ 6,360.00	
Success: All values provided	#1-14	<b>Bituminous Trail Pavement</b>	SY	230	\$ 86.00	\$ 19,780.00	
Success: All values provided	#1-15	<b>Underdrain</b>	LF	140	\$ 40.50	\$ 5,670.00	
Success: All values provided	#1-16	<b>Yard Drains</b>	EA	3	\$ 2,075.00	\$ 6,225.00	
Success: All values provided	#1-17	<b>Inlet</b>	EA	1	\$ 2,658.00	\$ 2,658.00	
Success: All values provided	#1-18	<b>Bench Installation</b>	EA	6	\$ 596.00	\$ 3,576.00	
Success: All values provided	#1-19	<b>Shade Sail Installation</b>	EA	1	\$ 5,683.00	\$ 5,683.00	
Success: All values provided	#1-20	<b>Bleacher Installation</b>	EA	1	\$ 878.00	\$ 878.00	
Success: All values provided	#1-21	<b>Lawn Seeding and Restoration</b>	LS	1	\$ 7,732.00	\$ 7,732.00	
<b>Basket Total</b>						<b>\$ 279,904.00</b>	

### Deduct Alternate (For Deduct Enter NEGATIVE Value)

Success: All values provided	#2-1	<b>DEDUCT ALTERNATE NO. 1 – Basketball Court Color Coat:</b> State the total amount to be deducted from the Contract if color coat of the 3 basketball courts is deducted from the Contract. The court lines shall remain in the Contract.	LS	1	-\$ 39,200.00	-\$ 39,200.00
<b>Basket Total</b>						<b>-\$ 39,200.00</b>
<b>Grand Total</b>						<b>\$ 240,704.00</b>

NON-COLLUSION AFFIDAVIT

State of PA )

County of Dauphin )

Blake Murphy, being first duly sworn, deposes and says that:

1. He is (Owner, Partner, Officer, Representative or Agent) of Vice President, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element for the Bid prices or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against SLC Excavating LLC or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

Blake Murphy

(Signed)

Vice President

(Title)

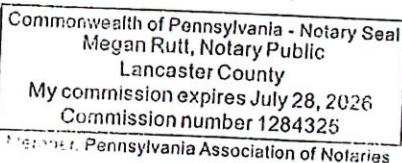
Subscribed and sworn to before me

this 3rd day of February, 2026

My First

Title Notary Public

My Commission expires July 28, 2026



## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor 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. The Grantee and each subgrantee, contractor and subcontractor further 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. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by 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 Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantor's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)

DCNR-2021-Gen  
Gen-GPM - 1 Rev. 8/18

  
2/3/26