



**REQUEST FOR PROPOSALS  
for a  
CIVIL ENGINEERING & CONSULTING SERVICES  
for The  
CITY OF PHILADELPHIA**

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Issued by:  
THE CITY OF PHILADELPHIA ("City")  
Department of Commerce, Division of Aviation

**All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number), through the eContract Philly online application process at <https://philawx.phila.gov/econtract/>. Applicants who have failed to file complete applications through the eContract Philly online application process will not be considered for the contract.**

**Proposals must be received no later than 5:00 p.m. Philadelphia, PA, local time,  
On DECMEBER 15, 2022.**

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**Mandatory Pre-Proposal Conference:**

Date: November 22, 2022

Time: 1:00 pm

Location: Virtual via Microsoft Teams, see Section IV.C of this RFP

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James Kenney, Mayor  
Keith Brune, Interim CEO, Division of Aviation

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## **I. Project Overview**

### **A. Introduction; Statement of Purpose**

The City of Philadelphia (“City”), Department of Commerce, Division of Aviation (“Aviation”) seeks qualified Applicants (“Applicant(s)”) to provide comprehensive professional Civil Engineering design and consulting services for specific projects at Philadelphia International Airport (“PHL”) and Northeast Philadelphia Airport (“PNE”) or “Airport”. **Note:** Aviation maintains contracts for similar services that are of an on-call/as-needed basis, however this opportunity includes projects that are planned in the Airport Capital Improvement Plan (ACIP) for potential Federal Grant funding, **see Appendix H.**

### **B. Department Overview**

The City administers the day-to-day operations of the Airport through Aviation, under the direction of its Chief Executive Officer (“CEO”). The Deputy Director of Capital Development or her designee will manage the work performed by the Applicant.

### **C. Project Background**

#### **Philadelphia Airport System**

PHL is classified by the Federal Aviation Administration (“FAA”) as a large air traffic hub (enplaning 1.0% or more of the total passengers enplaned in the U.S.). According to data reported for calendar year 2020 by Airports Council International – North America, PHL was ranked the twenty-first busiest airport in the United States, serving 11.9 million passengers; twenty-fifth busiest in the nation for aircraft operations; and fourteenth busiest in the nation for cargo tonnage.

The Airport serves residents and visitors from a broad geographic area that includes eleven counties within four states: Pennsylvania, New Jersey, Delaware, and Maryland. The Airport System consists of the following:

#### **Philadelphia International Airport**

PHL has approximately 2,598 acres located partly in the southwestern section of the City and partly in the eastern section of Delaware County, about 7.2 miles from Center City Philadelphia. The Airport’s runway system consists of parallel Runways 9L-27R and 9R-27L, crosswind Runway 17-35, commuter Runway 8-26, and interconnecting taxiways. PHL’s terminal facilities consist of seven terminal units totaling approximately 3.3 million square feet and include ticketing areas, passenger and baggage screening areas, passenger hold rooms and other amenities, baggage claim areas, a variety of food, retail and service establishments, and other support areas.

Outside of the PHL terminal area, PHL also has the following: six active cargo facilities; various support buildings; training areas; an air traffic control tower; a fixed-base operator; corporate hangars; a fueling supply facility; two American Airlines aircraft maintenance hangars; a first-class office complex; a 14-story hotel; seven rental car facilities; a cell-phone lot; employee parking lots; and five public parking garages.

#### **Northeast Philadelphia Airport**

PNE is located on approximately 1,118 acres situated within the City limits, ten miles northeast of Center City Philadelphia. PNE serves as a reliever airport for PHL and provides for general aviation, air taxi, corporate, and occasional military use. The airport has no scheduled commercial service. There are presently 85 T-hangars, ten corporate hangars and six open hangars for general aviation activities.

### **Diversity, Equity, and Inclusion Mission**

The Transportation Research Board - Airport Cooperative Research Program (ACRP) defines Diverse Workforce as a workforce that includes individuals with historically disadvantaged backgrounds, including minorities and women. The workforce includes both internal and external employees at airports. Internal workforce refers to staff employed directly by the airports. External workforce refers to staff employed by contractors, vendors, airlines, and other firms working at or for the airport.

The Division shares the ACRP's commitment to advancing cultural diversity within airport business contracting and workforce programs as a means of promoting inclusion of key staff from various social, racial and ethnic backgrounds. The Division believes that significant value can be derived from increasing the diversity of an airport's staff and workforce. A wider representation of viewpoints, backgrounds, experiences, and skill sets enhances the work environment.

The Division is committed to diversity, equity and inclusion. As such, it desires for its contractors to prioritize diversity, equity and inclusion within their organization. Accordingly, we ask that upon entering a contract with the Division, your company agrees to operate inclusively and to its best effort build a diverse management team of qualified professionals that reflects the makeup of the community at large.

### **D. Request for Proposals**

The City intends to enter into agreement(s) with one or more qualified Applicant(s) to provide Services at the Airport for one (1) or more of the projects described in Section II, Scope of Work. This opportunity is open to prime Applicants with a minimum of ten (10) years of direct and relevant civil engineering experience of comparable type and complexity. Aviation encourages new or small businesses, including those owned by minority or by women, to propose as a prime Applicant or team with a prime. The successful Applicant must be familiar with Transportation Security Administration ("TSA") and Federal Aviation Administration ("FAA") standards including Title 49 of the Code of Federal Regulations, and have a working knowledge of FAA advisory circulars and all other pertinent and relevant codes and standards, such as the Philadelphia Building Codes, and the latest edition of the applicable National Fire Protection Association ("NFPA") Standards and Guidelines, National Electrical Code ("NEC") and International Building Code ("IBC").

### **E. General Disclaimer of the City**

This RFP does not commit the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this

RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if so requested.

The City shall have the right to disclose the Proposals, materials and any ideas to any person or entity including, employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement.

#### **F. Title VI Solicitation Notice**

The Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations issued thereunder (49 CFR Part 21), hereby notifies all Applicants that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **G. Guidelines**

The selection process will be carried out in compliance with the most current revised edition of U.S. Department, Federal Aviation Administration (FAA) Advisory Circular AC No. 150/5100-14E, "Architectural, Engineering and Planning Consultant Services for Airport Grant Projects." Selection will be based on qualifications not costs. After ranking, a detailed scope of work will be developed with the highest ranked consultant. Consulting fees will then be negotiated. An independent fee estimate (IFE) for any and all services to be performed will be conducted prior to FAA grant award. IFE must be conducted on a reasonably detailed scope of work and utilized as a tool when negotiating with the consultant selected for each specific project, as referenced in the FAA Advisory Circular 150/5100-14E, Section 2.13, specifically Section 2.14.1. Any/all executed contracts will include the appropriate federal contract provisions. The Federal contract provisions are available on the FAA website at: <http://www.faa.gov/airports/aip/procurement/>.

## **II. Scope of Work**

### **A. Project Details**

The Department's objectives for this project include the following:

- Provide comprehensive, professional civil engineering and consulting services on an as-needed basis for specific projects that have been approved in the Airport Capital Improvement Plan for potential Federal Grant funding.

The Applicant's proposed scope of work should address each objective specifically and describe in detail how the Applicant will achieve the objective, or how the Applicant will enable the Department to achieve the objective.

This *Section II, Scope of Work* states requirements for the project, including the services and the tangible work products to be delivered, and the tasks the Department has identified as necessary to meet those requirements. The Department reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant(s) selected for negotiations, and to do so with or without issuing a revised RFP. The Applicant must provide in its proposal a detailed proposed scope of work showing how it will meet the project requirements stated in this Section II.

This solicitation is in accordance with the U.S. Department, Federal Aviation Administration (FAA) Advisory Circular AC No. 150/5100-14E, "Architectural, Engineering and Planning Consultant Services for Airport Grant Projects." As such, the following projects are planned and approved – see Appendix H, Project List.

The services are limited to those specific projects that are expected to initiate within five (5) years of the effective date of this contract. Upon mutual and written agreement between Aviation and the FAA, unforeseen or additional projects or work elements may be added if all conditions as noted in the circular under Section 2.7.2 are met.

### **B. Services and Tangible Work Products**

#### **1. Services**

The Department requires at least the services listed below, including the specific tasks and work activities described. Applicant's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles (as identified in Section G, *Organizational and Personnel Requirements*) responsible for completing the task. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants may propose additional or revised tasks and activities, but should explain why each is necessary to achieve the project objectives.

The Applicant shall propose a project team consisting of members of its staff and any subconsultants that, in total, have all the disciplines required to complete the project requirements. The proposed project team shall include engineers and/or design personnel and others with the pertinent expertise required to undertake and complete the work. The Applicant, in coordination with its subconsultants and project team, shall provide the services essential to completion of the project. These services shall include, but not be limited to:

- 1) The successful Applicant(s) is/are to provide assistance to Aviation with civil engineering design and consulting services. All assignments under this contract will include a detailed scope of work, cost estimate, and a required completion date.
- 2) All work shall be in accordance with FAA, Transportation Security Administration (“TSA”) and PHL DOA Architectural and Engineering Design standards.
- 3) All plans shall be produced in accordance with the most updated version of the “Division of Aviation CAD Standards Manual,” to be provided by the City. All plans, specifications, and associated documentation are ‘instruments of service’ and are the property of the City and may be requested for delivery at any time by the Airport. The successful Applicant’s project teams (prime and sub-consultants) are required to follow the provisions of [49 CFR Part 15](#) and [Part 1520](#) (Protection of Sensitive Security Information). The successful Applicant(s) shall submit for approval a plan showing how such documents will be handled and controlled.
- 4) All work shall comply with the latest TSA and FAA standards (i.e. FAA AC 150/5360-13 (or latest version) – Planning and Design Guidelines for Airport Terminal Facilities) and regulations and FAA advisory circulars and all other pertinent and relevant codes and standards, including but not limited to the Philadelphia Building Codes, the latest adopted edition of the applicable National Fire Protection Association (“NFPA”) Standards and Guidelines, International Building Codes (IBC, IMC, IPC), National Electrical Code (“NEC”), National Building Code (“NBC”), CABO ANSI 117.1-2003, and all applicable ADA regulations & universal accessibility design codes.
- 5) General Scope of Work: For each project assigned, required civil engineering services may include, but are not limited to, the following:
  - a) Planning:
    - Prepare design studies, preliminary plans, economic comparisons, feasibility studies, and cost estimates for any proposed projects;
    - Study designs to establish framework and detailed work programs;
    - Collect airport data and facilities inventories;
    - Review facilities requirements and utilities planning;
    - Advise DOA regarding applicable standard codes;
    - Plan, budget, and assist with the preparation of grant applications for FAA funded projects in connection with Airport Improvement Programs, and/or

Pennsylvania Department of Transportation (“PennDOT”) funded projects;

- Render technical advisory and consulting expertise to Aviation on an as-needed basis in connection with site work;
- Review plans for proposed tenant facilities and analyze their impact on overall airport operations;
- Project control and scheduling;
- Pavement evaluation, non-destructive testing and reporting;
- Roadway, parking demand, bicycle/pedestrian circulation and transit planning studies;
- Stormwater management plans, including plans for stormwater capture and reuse systems
- Traffic and traffic planning studies; and
- Prepare engineering reports for bond issues
- Hydrologic and hydraulic studies
- Sustainability and climate change related studies and plans

b) Design:

Designs shall be produced to comply with current Philadelphia International Airport Architectural and Engineering Standards. All drawing documentation shall be produced in accordance with the current “PHL DOA CAD Standards Manual”. Standards and associated reference documents developed by PHL are available on <http://www.phl.org>, to be provided by the City. All design documentation shall become and remain the property of the City and may be requested for delivery at any time by Aviation.

The successful applicant’s project team (prime and subcontractors) shall be required to follow the provisions of 49 CFR part 15 and 1520 (Protection of Sensitive Security Information). The successful Applicant shall submit for approval and confirmation of compliance with the set standards a plan showing how such documents will be handled and controlled.

At each design stage, Aviation will review submittals and provide comments to the applicant(s) for response.

i. Schematic Design Phase (30% Design Documents)

The successful Applicant(s)’s scope of work during this project phase shall be to provide Schematic Design documents based upon the approved programming, design and construction schedules and the construction budget established during the Planning phase. The successful Applicant(s) must first review the scope and program along with other supporting information and confirm that the construction budget and project schedule is adequate to meet the project scope.

Based upon the agreed upon the agreed scope reconciliation, the successful applicant(s) will produce for review conceptual design options sufficient to show the range of suitable potential design solutions. The successful Applicant(s) shall conduct field surveys of existing facilities affected by planned work and coordinate project(s)

with other planned or concurrent projects at the site. The Schematic Design documents shall establish the preliminary design for all components of the project by means of drawings, lists of assumptions, updated programmatic criteria, Preliminary Design calculations, preliminary cost estimates, and project schedules. The Schematic Design documents shall validate the concepts illustrated in the Planning/Project Definition phase of the project.

Anticipated deliverables for the Schematic Design Phase include the following:

- Preliminary layout plans, diagrams, and details
- List of anticipated specifications
- Preliminary engineering calculations
- Engineer's Report detailing assumptions, the basis of design, and design decisions made
- Cost estimates reflecting recent cost factors, cost of escalation impact factors and phasing schedules showing how the proposed facility must be integrated into operational, funding, and/or other project design and construction schedules.
- Cost/benefit and/or life cycle cost analysis
- Recommended preliminary sustainability and climate resiliency approach
- Project schedules reflecting the proposed design and construction time frames necessary to complete the project.

ii. Design Development Phase (60% Design Documents)

The purpose of this submittal is for Aviation to determine if the approach reflects a thorough understanding of the design task. All major design concepts, systems, materials and features will have been defined, plus costs, schedule and phasing (including interface with adjoining or impacted projects), to achieve project objectives, so that all critical, major design decisions are made, approved and documented.

Based upon the approved Schematic Design Submittal and any adjustments authorized by Aviation in the program, budget, or schedule, the successful Applicant(s) shall provide Design Development documents that illustrate and describe the components of the project, establishing scope, cost, cost/benefit and/or life cycle cost analysis, relationships, forms, size, appearance and quality.

Anticipated deliverables for the Design Development Phase include the following:

- Layout plans, diagrams, and details
- Construction Safety and Phasing Plan (CSPP)
- Specifications including Pay Items
- Engineering calculations
- Cost/benefit and/or life cycle cost analysis
- Description of sustainability and climate resiliency approach to design and construction, including a construction waste management plan (i.e. plan for reducing, reusing, and recycling construction and demolition waste)
- Engineer's Report detailing assumptions, the basis of design, and design decisions made

- Cost estimates reflecting recent cost factors, cost of escalation impact factors and phasing schedules showing how the proposed facility must be integrated into operational, funding, and/or other project design and construction schedules.
- Project schedules reflecting the proposed design and construction time frames necessary to complete the project.

iii. Construction Documents Phase (90%)

The purpose of progress submittals is to determine that all major features of design are progressing in accordance with prior direction, that major engineering decisions have been made, that most drawings and other documents are well advanced, and that general plans and sections of the drawings and calculations are appropriately advanced. This submittal is also to demonstrate agreement with the practices, policies, criteria, directives and standards that have been adopted and approved by Aviation for the project.

Based on the approved Design Development documents and any further adjustments in the scope or quality of the project or in the budget and schedule authorized by Aviation, the successful Applicant(s) shall prepare, for approval by Aviation, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.

This submittal shall comprise completed construction documents, satisfying all previous review comments and suitable for public bidding and construction. Final quality control elements performed by the successful Applicant(s) such as inter-discipline coordination, peer reviews and document and calculation checking have been completed and incorporated. Any work remaining at this stage should be only minor corrections to resolve any discrepancies discovered during the final review. Included as part of this design submittal shall be the following:

- Layout plans, diagrams, and details
- Construction Safety and Phasing Plan (CSPP)
- Specifications including Pay Items
- Engineering calculations
- Engineer's Report detailing assumptions, the basis of design, and design decisions made
- Cost estimates reflecting recent cost factors, cost of escalation impact factors and phasing schedules showing how the proposed facility must be integrated into operational, funding, and/or other project design and construction schedules.
- Project schedules reflecting the proposed design and construction time frames necessary to complete the project.
- Construction submittal schedule that lists all items by specification section that are to be submitted by the construction contractor for review and approval.

iv. Construction Documents: Final 100%:

This final submittal of all construction contract documents and all outstanding actions and work shall incorporate all review comments by the Final Review. This set shall be to demonstrate compliance with the comments.

c. Bid and Award Phase.

- Provide the required bid documents (i.e., plans, specifications, questionnaires, addenda, etc.) as directed by the Aviation Project Manager.
- Assist Aviation in preparing the construction contracts for the bid process. This assistance shall include attending pre-bid meeting; preparing meeting minutes, making necessary design revisions, issuing addenda and reviewing contractor's bid proposals.
- Respond to bidders' questions.
- The successful Applicant(s) shall provide bid analysis of bid documents furnished by the City and develop a report outlining bidding discrepancies and pricing differences from the engineer's estimate compared to bid/proposal estimates.

d. Construction Administration

In addition to the design requirements for each of these scope items, there will be construction administration efforts related to this work (shop drawings, RFIs, as-builts, etc.) to be undertaken by the successful firm.

- Review and comment on shop drawings and change orders.
- Attend periodic coordination meetings with the contractors.
- Respond to technical problems encountered during construction.
- Provide reports on quantifiable sustainable construction practices used such as waste diversion and emissions reduction initiatives.
- Confirm and deliver "as-built" drawings.

e. Project Close-Out

The Project Close-Out phase is initiated upon notice from the contractor that the work, or a designated portion which is acceptable to Aviation, is sufficiently complete, in accordance with the Contract Documents, to permit utilization for the use for which it is intended. The successful Applicant(s)'s basic services shall consist of:

- Review of general accuracy of information submitted and certified by the contractor.
- Preparation and submission of electronic AutoCAD record drawings, based on information furnished including significant changes in the work made during construction.
- Transmittal of record drawings and general data, appropriately identified, to Aviation.
- During final inspection, assisting Aviation in the development of the punch-list items to be completed by the Contractor.
- Assisting Aviation with the determination of the amounts to be withheld until final inspection.

- Assisting Aviation with the Provisional Acceptance Inspection to verify final completion of the punch-list items and the work.
- f. Coordination
- Coordination is considered an ongoing task. The successful applicant(s) will coordinate with entities including but not limited to, Aviation, city departments, airport stakeholders, and consultants. Oversight of subconsultants will be necessary. Aviation anticipates that the work required for the completion of the selected project(s) included in this Request for Proposals will include the assignment and engagement of a variety of outside consultants, across a range of specialties. Aviation’s intent is to bring new talent and varying backgrounds and experience to the airport projects. The successful Applicant(s) will propose teaming that supports the Airport’s intent, provides sub-consultants with mentoring and guidance, and closely monitors and reviews all project(s) work.
- g. Project Schedule:
- The successful Applicant(s) shall prepare and update monthly, a master schedule for the awarded project(s). The master schedule shall show the project phases, critical tasks and milestones for any of the planning, programming design, documentation, procurement, and construction activities required. The successful Applicant(s) shall work diligently to complete the work in a timely manner.
- The scope of work proposed by the Applicant(s) should include a detailed project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant(s) proposes to carry out for the project and a time to complete (measured from project start date) for each.
- The Applicant’s detailed project schedule must be able to demonstrate a clear understanding of the work requested and the importance of establishing measurable goals in the form of a proposed milestone schedule.
- h. Construction Contracts
- The construction contracts resulting from the on-call services of the selected applicant(s) will be competitively bid through the City of Philadelphia Procurement Department and the selected applicant(s) will not directly contract for any portion of the construction work.
- i. Ownership of Materials
- The City shall maintain sole and absolute property rights to and unrestricted use of any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other deliverables or work or recorded information in preliminary or final forms and on any media (collectively, “Materials”) created by the successful Applicant(s) or its subcontractor(s) and paid for by the City under a contract entered into pursuant to this RFP. The successful Applicant(s) or its subcontractor(s) shall be required to disclose all such items to Aviation.

To the extent that any Material developed by or for the successful Applicant(s) or its subconsultant(s) embodies a copyrightable work, including, but not limited to, a “compilation” as that term is used in 17 U.S.C. § 101, as amended from time to time, such copyrightable material shall be considered as one or more “works made for hire” by the successful Applicant(s) or its subcontractor(s) for the City, as that term is used in 17 U.S.C. §§ 101 and 201(b), as amended from time to time. The successful Applicant will be required, and will be required to cause its Subcontractor(s) to assign and execute instruments evidencing assignment, all copyrights in all of such works to the City.

The successful Applicant(s) and/or its subcontractors shall be required to provide the City with intellectual property indemnification and limitation of liability. The successful Applicant(s) shall be required to (i) defend Aviation against any third party claim that the design, work, or materials provided by the successful Applicant(s) to Aviation infringe upon any patent, copyright or other intellectual property right and (ii) assume the responsibility for the resulting costs and damages finally awarded against Aviation by a court of competent jurisdiction or the amount stated in a written settlement signed by the successful Applicant.

## **6. Detailed Scope of Work:**

### **a. Work Plan**

- Organization Chart for the project team, indicating the names and titles of the prime Applicant and each proposed sub contractor;
- Detailed listing and description of all tasks expected to be performed by the project team and the division of responsibility for performing said tasks between the prime Applicant and sub contractors;
- Identify the tools that are intended to be used to manage the project elements;
- Fully describe how the project team will approach quality control; and

### **b. Staffing Plan**

- A listing of the staff members for the prime Applicant and each sub contractor who are expected to be assigned to work under this contract, with title and description of each person’s duties. The list should clearly indicate the Airport’s contact and measures taken to maintain client service continuity and satisfaction. The list will also include specific owners and officers and/or partners authorized to bind the company to the provisions of the proposal;
- Resumes shall be included with Standard Form 330 Section E of all key staff listed for the prime Applicant and subcontractors and indicate all other commitments of key staff;
- Note any professional registrations and/or certifications of applicable proposed staff – **copies not required.**

### **c. Sustainability and Resiliency Integration**

Consistent with the City of Philadelphia’s and Aviation’s climate adaptation and sustainability plans, policies, and guidelines, including Aviation’s Architectural and

Engineering Standards, it is the intent of Aviation to develop projects in a manner that is environmentally responsible, energy efficient, and resilient to climate change impacts.

The Proposal shall describe the proposed approach to Sustainable Design and Construction. This approach should demonstrate integration of sustainability and resiliency into all phases of the planning, design and construction process whenever practically feasible. At a minimum, the Proposal should include a description of the approach to:

- determining the level of sustainability certification (LEED® for buildings, Envision® for infrastructure or applicable certification) a project may be able to obtain;
- life cycle cost analysis or other acceptable sustainability cost/benefit analysis;
- resource conservation (water, energy, waste, fuel, soil and others);
- consideration of innovative stormwater management practices;
- protection of indoor and outdoor air quality, including efforts to reduce greenhouse gas emissions;
- adaptability to anticipated climate change impacts (including sea level rise, flooding, extreme heat, and extreme storm events);
- addressing other unique project-specific sustainability issues, such as consideration of the historic, cultural, and socioeconomic context of the project; and
- compliance with local, state and federal (including FAA) environmental regulations and guidance.
- Any/all construction measures, materials, etc., must be in compliance with FAA advisory circulars for airport construction.
- compliance with local, state and federal environmental regulations and guidance, including the City of Philadelphia’s building energy performance policy requirements (§ 9-3404).

The proposal approach shall also demonstrate how the prime Applicants and subcontractors conduct and/or promote sustainable operating practices within their own organizations such as environmentally preferable purchasing, sustainable travel, and waste minimization.

### **C. Hours and Location of Work**

The tasks may involve any of the landside or airside facilities at PHL. It is possible that the successful Applicant(s) personnel may be required to work alternative shifts, including nights, weekends, and/or overtime depending upon the nature of the work, or as directed by Aviation. Access to all project areas by the successful Applicant’s personnel shall be required to be coordinated with Aviation.

### **D. Monitoring; Security**

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply and cooperate with all contract and compliance monitoring and evaluation activities undertaken by the City of Philadelphia, and with all security policies and requirements of the City and the Transportation Security Administration (“TSA”). Applicants are required to comply with

Section 7 of the Airport Rules and Regulations regarding Airport Security. To review Section 7, contact Airport Security at 215-937-5452. The Applicant's personnel may be required to display in full view a specific identification badge to be issued by Aviation. Background checks of personnel may be required. Background checks, fingerprinting (\$32), and badging (\$33) costs for each employee are the responsibility of the Applicant, if required. In the event that the Applicant is privy to any Airport security information, the Applicant and all of its personnel and subcontractors (if any) shall be subject to Title 49 Code of Federal Regulations (CFR) Part 1520. Security will be maintained in accordance with TSA Regulations under the provisions of 49 CFR Part 1542. Failure to comply with the City's and TSA's rules and regulations shall be a material breach to the contract and, in addition to all other rights and remedies of the City under the contract, at law or in equity, the City shall be entitled to terminate the contract without liability to the City, and upon such termination, the Applicant shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

### **E. Reporting Requirements**

The successful Applicant(s) will be required to submit weekly updates regarding progress of assigned tasks in spreadsheet format detailing contract funding, tasks assigned, progress of phase of each task, etc. The successful Applicant(s) shall report to the Aviation on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful Applicant(s) shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service. The successful Applicant(s) shall prepare and provide any report or survey or analysis requested by Aviation.

### **F. Compensation**

It is expected that the successful Applicant(s) will be awarded a cost-plus, fixed-fee contract(s). The maximum amount of the contract will be negotiated based on the estimated hours, rates, overhead, profit and direct expenses. The following items will be considered costs for the prime Applicant and all subconsultants:

- Wages paid to employees for documented hours worked on the contract.
- Overhead is to be expressed as a percentage of the direct hourly wage rates. It is to be based on a recent statement prepared in accordance with Defense Contractors Audit Agency (DCAA) guidelines by a Certified Public Accountant (CPA) or a government agency. The maximum allowed rates will be negotiated with the successful applicant(s) and formalized in a final cost proposal.
- Direct Non-salary Expenses.

The fixed fee for the selected Applicant's direct costs shall be based on a percentage of the actual cost and overhead, will be negotiated and formalized in a final cost proposal and will not vary. No fee or other mark-up will be allowed on direct expenses or sub consultant costs.

Vehicles, materials sampling and on-site testing supplies, office supplies etc. for contractor staff will not be provided by Aviation and the costs of such items shall be reimbursed as direct expenses, based on prior Aviation approval. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

## **G. Organization and Personnel Requirements**

The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant's proposal. The Department expects the following with respect to the successful Applicant's organizational structure and personnel:

The successful Applicant(s) shall have a minimum of ten (10) years substantial, direct and relevant experience in establishing master infrastructure utility databases and developing facility-wide utility plans of comparable type, as well as, other competencies as indicated herein. The Applicant must have provided services "doing business as" the legal name of the Applicant firm for a minimum of six (6) years.

Aviation is promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women. Specifically, **Aviation is encouraging interest from small, diverse and new to PHL Applicants** and is particularly interested in any established mentoring and/or newly fostered relationships amongst team members.

Personnel shall be of high professional, personal and ethical integrity. They must avoid conflicts of interest and prevent the compromise of airport security standards. The reputation and caliber of the field personnel and their unbiased interaction with Airport tenants, construction contractors and others on behalf of Aviation is of the utmost importance. Personnel assigned to field inspection will be required to display in full view a specific identification badge to be issued by Aviation. Background checks of field personnel may be required to the extent necessary to assure that unescorted access to controlled areas of the airport do not compromise security. Security will be maintained in accordance with TSA Regulations under the provisions of [49 C.F.R. Part 1542](#). Inspectors will be required to work nights, weekends, or overtime on certain projects as the nature of the construction work dictates, or as directed.

Subcontractors may be used for a portion of the work; however, the successful Applicant(s) must demonstrate the technical leadership and overall responsibility for each assignment.

### 1) Project Manager:

The successful Applicant(s) shall appoint a Project Manager who will be the point of contact for all Airport assignments and must provide a local 24-hour emergency contact phone number.

## 2) Subcontractors:

The successful Applicant(s) under this contract are expected to assemble a project team that will have the necessary expertise to accomplish all of the types of work listed above, using staff from his/her own organization and qualified subcontractors or possibly a joint venture collaboration, as necessary to meet all the requirements.

All Subcontractors will be subject to approval by the City, in the City's sole discretion. Prior to execution of the Agreement(s), the Applicant(s) will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the Applicant(s) shall itself be solely responsible for the performance of all work set forth in any agreement resulting from the RFP, and for compliance with the price and other terms provided in the Agreement. The Applicant(s) shall cause the appropriate provisions of its Proposal and the Agreement to be inserted in all subcontractor agreements

The City's consent to or approval of any Subcontractor or Subcontract agreement proposed by any Applicant(s) shall not create or purport to create any obligation of the City to any such subcontract agreement or create any form of contractual relationship or relationship of privity between the City and the Subcontractor. Any Applicant(s) who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontract agreements.

## 3) Other Contractors:

When it is determined that an assignment requires the participation of other contractors, the Airport, at its sole discretion, may assign another contractor who is under contract to the City. The Engineer(s) will be expected to fully cooperate in any joint efforts that may be required. For any related specialized services for which the Engineer(s) are not qualified and for which the Airport does not have a qualified contractor under contract, the Engineer(s) may be asked to hire the appropriate contractors and subcontractors.

### III. Proposal Format, Content, and Submission Requirements; Selection Process

#### A. Proposal Format

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated (page limit is 150 pages, 8.5” x 11” standard format):

1. Table of Contents

2. Introduction/Executive Summary

Provide an overview of the services being sought and proposed scope of services.

3. Applicant Profile

Provide a narrative description of the Applicant itself, including the following:

a. Applicant’s business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;

b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;

c. A description of Applicant’s business background, including, if not an individual, Applicant’s business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant’s business organization that Applicant deems pertinent to this RFP.

4. Project Understanding

Provide a brief narrative statement that confirms Applicant’s understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant’s business experience will benefit the project.

5. Scope of Work

Provide a proposed scope of work, in accordance with Section II, “Scope of Work,” of this RFP.

6. Statement of Qualifications; Relevant Experience

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements. Provide Standard Form 330 Part I for the prime Applicant and Standard Form 330 Part II for the prime Applicant AND each sub consultant.

Standard Form 330 is provided with Appendix G of the RFP. Please note that Aviation may reach out to contacts provided on Standard Form 330 for reference verification purposes. Please include email addresses of such individuals with their contact information.

#### 7. References

Provide at least three references, preferably for projects that are similar in type, scope, size and/or value to the work sought by this RFP. If applicable, Applicant should provide references for projects with other municipalities that are similar in size to the City of Philadelphia. For each reference, include the name, address and telephone number of a contact person.

#### 8. Proposed Subcontractors

State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B. Note that if subcontractors at any tier may perform services arising directly out of a City contract resulting from this RFP, Applicants must inform them of the City's minimum wage and benefits requirements and must require them to comply with such requirements. (See Section III.G for more information.)

#### 9. Requested Exceptions to Contract Terms

State exceptions, if any, to City Contract Terms that Applicant requests, including the reasons for the request and any proposed alternative language. (See Section III.B for more information.)

#### 10. Disadvantaged Business Enterprise Participation

This contract is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to submit. (See Section III.D for more information.)

#### 11. Tax and Regulatory Status and Clearance Statement

Include a statement, in the form requested in Appendix C, attesting to Applicant's tax and regulatory compliance with the City. (See Section III.E for more information.)

#### 12. Disclosure of Litigation; Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Applicant's business or financial capability or to the subject matter of this RFP, or that could interfere with Applicant's performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any bankruptcy filings over the past five years; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if

any. Provide the same information for any officer, director, principal, or partner of Applicant's organization, and for any subcontractor Applicant plans to use to perform the services described in this RFP.

### 13. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Provide a general, independent statement of the Applicant's financial condition in addition to one or both of the following:

- Applicant's most recent audited or unaudited financial statements; Most recent IRS Form 990 (for non-profit organizations only).

### 14. Local Business Entity or Local Impact Certification. (Optional if applicable to Applicant)

If applicable, Applicant may elect to provide the certification statement in the form of Appendix D as to Applicant's status as a Local Business Entity or its local impact if awarded the contract. (See Section III.I for more information.)

### 15. LGBTQ-Owned Business Data Collection (Optional if applicable to Applicant and/or Applicant's proposed subcontractors)

As part of the City's commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, "LGBTQ businesses"). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified businesses into the City's vendor database. Response to this form, Appendix E, is voluntary. (See Section III. J)

### 16. Disclosure Requirements

Disclose all information required under Chapter 17-1400 of the Philadelphia Code, including any local political campaign contributions, on the forms provided through eContract Philly. Provide a written acknowledgement and confirmation in the proposal. (See Section III.K for more information.)

### 17. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

### 18. Transparency in Business Disclosures

Provide the following statement: "If awarded this contracting opportunity and this contract opportunity is valued at or over \$100,000 or the amount expected to be realized by the Applicant is at or over \$100,000, the Applicant will provide all Transparency in Business

disclosures required by Section 17-1402(1)(b)(.4) of the Philadelphia Code prior to contract conformance.”

Proposals must include this statement in order to be considered responsive to the requirements of this contracting opportunity. Such disclosures shall be submitted online at [phila.gov/tibform](http://phila.gov/tibform) after award and before conformance. No contract valued at or over \$100,000 will be conformed unless the successful Applicant has made these disclosures. (See Section III.F for more information.)

#### **B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal**

The City’s standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the General Provisions attached to this RFP as Appendix A. By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

For any contract awarded for work to be performed on or after July 1, 2019 the City has instituted a policy of making all of its payments under the contract through electronic deposits into the awarded entity’s designated bank account. Before any City payments are made, the awarded entity will be required to supply the City with the information necessary for the City to initiate electronic payments by completing one of the electronic payment processing enrollment forms available on the City’s vendor portal at <https://secure.phila.gov/finance/vendorpayments>. Applicants awarded a contract before July 1, 2019 are encouraged to complete one of the electronic payment processing enrollment forms before the conversion to electronic payments becomes mandatory. The City intends to stop issuing paper checks.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek (“Requested Exceptions”) to the Contract Terms in a separate section of the proposal entitled “Requested Exceptions to Contract Terms.” For each Requested Exception, the Applicant must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Applicant must also propose alternative language or terms for each Requested Exception. Requested Exceptions to the City’s Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Applicant agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Applicant’s proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

**If, after the City issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.**

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

### **C. Health Insurance Portability and Accountability Act (HIPAA)**

The work to be provided under any contract entered into pursuant to this RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the privacy and security of health information. The selected Applicant must comply with the “Terms and Conditions Relating to Protected Health Information” which are posted on the City’s website at <https://philawx.phila.gov/econtract/> under the “About” link and which will be incorporated into the contract by reference.

### **D. Disadvantaged Business Enterprise Participation**

This contract is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to submit. Pursuant to 49 CFR Part 26, as amended, this contract opportunity has been reviewed by the DBE Program Office and it has been determined that the opportunity goals that exist for DBE are as follows:

#### **DBE Goal 25%.**

Applicants must take all necessary and reasonable steps in accordance with **49 CFR Part 26**, to ensure that disadvantaged business enterprises (DBE’s) have the maximum opportunity to compete for and performs contracts. Applicants will be required to submit reports to the City, at the City’s request, in a form acceptable to comply with the requirements of **Part 26**.

- The Applicant shall provide a **summary statement setting forth the type of work and percentage of the work each DBE prime or subconsultant will perform.**
- The Applicant shall provide a dated screenshot copy of the applicable **DBE firm as it appears in the Pennsylvania Unified Certification Program database** for certified DBE firms at ([www.paucp.com](http://www.paucp.com)). **No other certifications are acceptable for this solicitation.** In addition, provide written documentation of the Applicant’s legally binding commitment to use the certified DBE(s) in the percentage amount and for the services indicated, e.g., a letter of intent; and provide written confirmation from the certified DBE(s) that it has agreed to participate in the contract as provided in the Applicant’s commitment, e.g., a quotation or sub-proposal.
- The Applicant shall comply with the ‘DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS’ set forth in Appendix B. If the Applicant fails to meet the DBE goal, Applicant’s proposal must contain documentation of a “good faith effort” the

adequacy of which will be reviewed by the City (“Good Faith Effort Submission”). The Good Faith Effort Submission must explain and document efforts made by Applicant to obtain DBE participation commensurate with the DBE goal. Mere *pro forma* efforts are not good faith efforts and particular attention should be made to the types of efforts described in Section V (a) 1 through 7 of these Requirements. Applicant submitting a Good Faith Effort Submission is strongly encouraged to review Appendix A to Part 26, “Guidance Concerning Good Faith Efforts.”

- Documentation must be verifiable and must include:
  1. The names, street addresses, telephone, email addresses of DBEs who were contacted, dates of initial contact and the follow-up efforts made by Applicant;
  2. A description of the information provided to the DBEs to define the work to be performed;
  3. Documentation of the reasons why any DBE contacted would not agree to participate.
- Failure to submit such may result in the proposal being deemed non-responsive.
- Please be advised that for this specific RFP, the General Provisions Document Clause #14.3, does not apply.

#### **E. The Philadelphia Tax and Regulatory Status and Clearance Statement and Tax Compliance Certification**

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C. Each Applicant is also required to submit with its proposal a current Tax Compliance statement to be obtained at <https://rev.phila.gov/taxcompliance/>. If Applicant is compliant, print and submit with Appendix C a copy of the Certificate of Tax Clearance. If Applicant is not currently compliant, print and submit with Appendix C a copy of the Tax Compliance webpage indicating non-compliance.

If the Applicant is not in compliance with the City’s tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Applicants will not be eligible for award of the contract contemplated by this RFP.

**Applicants MUST ensure that the Tax Identification Number (TIN) with which they are registered on eContract Philly is the identical TIN reflected on the submitted City of Philadelphia Tax and Regulatory Status and Clearance Statement. Any deviation from this may result in the disqualification of the Applicant at the sole discretion of the City.**

The selected Applicant will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in

compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If an Applicant or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at (215) 686-6565 or email [tax.clearance@phila.gov](mailto:tax.clearance@phila.gov) (or please use the general contact information: 215-686-6600 or [revenue@phila.gov](mailto:revenue@phila.gov)).

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.<sup>1</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>2</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at <https://www.phila.gov/services/business-self-employment/business-taxes/> and clicking on "Get a tax account." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections through 215-686-8686 for questions related to the Commercial Activity License.

## **F. Transparency in Business Demographic Data Disclosures**

In accordance with Philadelphia Code Section 17-1402(1)(b)(.4), if the resulting contract is valued at or over \$100,000, the Applicant, if awarded, agrees to provide the following information before conformance of the contract:

1. Applicant's and each anticipated subcontractor's prior years of experience performing on City contracts in any capacity during the five calendar years prior to the date the application must be filed;
2. Demographic Data (race, ethnicity, gender identity, job title, salary range, length of employment, Philadelphia residence, and other categories that may be established by regulation) on all individuals employed by the Applicant and each anticipated subcontractor as of the Report Date (December 31 of the year preceding the date the application is filed); and
3. Demographic Data on all individuals serving as board members of the Applicant on the Report Date.

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<sup>1</sup> Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

<sup>2</sup> Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

Such disclosures shall be made on the online form provided by the City at: [phila.gov/tibform](http://phila.gov/tibform). The resulting contract will include a representation and covenant by the successful applicant that these disclosures contain no material misstatements or omissions. Under Section 17-1402(1)(f) of the Code, material misstatements or omissions of these disclosures under two or more contracts shall constitute a breach of such representation and covenant, rendering the contract voidable at the City's option, and shall subject the contractor to liquidated damages to the City in the amount of ten percent (10%) of the total value of the payments to be made to the contractor under the contract.

In addition, Applicant understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

### **G. Compliance with Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Ordinance**

Applicants are advised that any contract awarded pursuant to this RFP is a "Service Contract," and the successful Applicant under such contract is a "Service Contractor," as those terms are defined in Chapter 17-1300 of the Philadelphia Code ("Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard Ordinance") Any Subcontractor (as defined in the General Provisions attached as an Appendix to this RFP), and any sub-subcontractor at any tier proposed to perform services sought by this RFP, is also a "Service Contractor" for purposes of Chapter 17-1300. If any such Service Contractor (i.e. Applicant and subcontractors at any tier) is also an "Employer," as that term is defined in Section 17-1302 (more than five employees), and is among the Employers listed in Section 17-1303 of the Code, then during the term of any resulting contract, it is subject to the minimum wage and benefits provisions set forth in Chapter 17-1300 unless it is granted a waiver or partial waiver under Section 17-1304. Absent a waiver, these minimum wage and benefits provisions, which include a minimum hourly wage that is adjusted annually based on the CPI, health care and sick leave benefits, are mandatory and must be provided to Applicant's employees or the employees of any subcontractor at any tier who perform services related to the City contract resulting from this RFP. Applicants and any subcontractors at any tier proposed by Applicants are strongly encouraged to consult Chapter 17-1300 of the Philadelphia Code,<sup>3</sup> the General Provisions, and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract Philly home page for further details concerning the applicability of this Chapter to, and obligations it imposes on certain City contractors and subcontractors at any tier. In addition to the enforcement provisions contained in Chapter 17-1300, the successful Applicant's failure or the failure of any subcontractor at any tier to comply (absent an approved waiver) with the provisions of Chapter 17-1300, or any discrimination or retaliation by the successful Applicant or Applicant's subcontractors at any tier against any of their employees on account of having claimed a violation of Chapter 17-1300, shall be a material breach of any Service Contract resulting from this RFP. By submitting a proposal in response to this RFP, Applicants acknowledge that they understand, and will comply with the requirements of Chapter 17-1300, and will require the compliance of their subcontractors at any tier if awarded a contract pursuant to this RFP.

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<sup>3</sup> A link to the Philadelphia Code is available on the City's official web site, [www.phila.gov](http://www.phila.gov). Click on "City Code and Charter," located to the bottom right of the Welcome page under the box "Transparency."

Applicants further acknowledge that they will notify any subcontractors at any tier proposed to perform services related to this RFP of the requirements of Chapter 17-1300.

#### **H. Certification of Compliance with Equal Benefits Ordinance**

If this RFP is a solicitation for a “Service Contract” as that term is defined in Philadelphia Code Section 17-1901(4) (“A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency.”), and will result in a Service Contract in an amount in excess of \$250,000, pursuant to Chapter 17-1900 of the Philadelphia Code (*see* footnote 3 for online access to the Philadelphia Code), the successful Applicant shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits the successful Applicant extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this RFP, all Applicants so acknowledge and certify that, if awarded a Service Contract pursuant to this RFP, they will comply with the provisions of Chapter 17-1900 of the Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1900 and prior to execution of the Service Contract by the City, the successful Applicant shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the successful Applicant does not provide employment benefits to the spouses of married employees. The successful Applicant’s failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Applicant against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the any Service Contract resulting from this RFP. Further information concerning the applicability of the Equal Benefits Ordinance, and the obligations it imposes on certain City contractors is contained in the General Provisions attached to this RFP and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract Philly home page.

#### **I. Local Business Entity or Local Impact Certification - (not applicable)**

a. Not applicable for this opportunity – while the successful applicant is/are not required to meet the Local Business Entity or Local Impact tests, the successful applicant shall maintain an office and a legal address in the Philadelphia area during the pendency of any contract resulting for this RFP.

Pursuant to Mayoral Executive Order No. 04 -12, the City Department will, in the selection of the successful Applicant, consider whether that Applicant has certified that either (1) Applicant meets the criteria stated in Section 17-109(3)(b) of the Philadelphia Code to qualify as a Local Business Entity or (2) in the performance of the resulting contract, Applicant will employ City residents, or perform the work in the City. Any Applicant who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its application a completed Local Business Entity or Local Impact Certification, the form of which is attached to this RFP as Appendix D. The Applicant shall then also include in a separate section of the application, labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or

Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” The City Department shall deem it a positive factor where the Applicant has, in the City’s sole discretion, met the Local Business Entity or Local Impact criteria.

## **J. LGBTQ Applicant Opportunity Data**

As part of the City’s commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, “LGBTQ businesses”). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified businesses into the City’s vendor database. Response to this form, Appendix E, is voluntary.

## **K. Mandatory Online Application Requirements**

You must apply online in order to be eligible for award of the non-competitively bid contract opportunity described in this RFP; proposals and any other related documents prepared in response to this RFP will not be considered unless they are filed to the correct contract opportunity established for this RFP (identified by opportunity number), within the prescribed time period, through eContract Philly, which can be accessed on the City’s website at <https://philawx.phila.gov/econtract/>.<sup>4</sup> The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

The City requires that any Applicant who establishes an account on eContract Philly and utilizes that account for the purpose of responding to a particular contract opportunity is the same individual or business entity that, if awarded the contract, will enter into and perform the resulting contract with the City. **Applicants MUST ensure that the company name and Tax Identification Number (TIN) with which they are registered on eContract Philly is the identical name and TIN under which they are submitting their application. Any deviation from this may result in the disqualification of the Applicant at the sole discretion of the City. If the Applicant wishes to apply for an opportunity using a name or TIN which is different from the registration account, the Applicant must register the new name and TIN with eContract Philly before submitting its application for the opportunity.** Except in the case of joint ventures, applications posted on eContract Philly from Applicants that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Applicant.

In the case of multiple business entities that if awarded a contract have formed, or intend to form a joint venture to perform the contract, a single business entity may file an application on behalf of all such business entities so long as (i) the filing business entity is or will be a member of the joint venture, (ii) the application is made in the name of the existing or proposed joint venture, (iii) documentation is submitted with the application identifying all business entities that comprise, or will comprise, the joint venture, and demonstrating a binding agreement among those business entities to perform the contract as the joint venture identified in the application

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<sup>4</sup> The eContract Philly website is compatible with Internet Explorer, Google Chrome and Apple Safari; but the site is not presently compatible with Mozilla Firefox.

(for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the contract is sufficient), and (iv) the non-filing business entities are eligible for award of a City contract and make the disclosures required by Chapter 17-1400 of the Philadelphia Code (described in greater detail below) within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

Pursuant to Chapter 17-1400 of the Philadelphia Code, Applicants are required to disclose their direct and indirect campaign contributions to political candidates and incumbents who are nominated, running for, or currently serving in, a local Philadelphia elected office and to political committees/parties that are operating in Philadelphia (state and federal campaign contributions are not included **unless** the subject of the campaign is also running for, or currently serving in a local Philadelphia elected office); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; and whether Applicant or any representative of Applicant has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the text of Chapter 17-1400, consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov), or call 215-686-4914.

Applicants are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City contract or subcontract at any tier. Applicants should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a contract to perform the work sought by this RFP.

At their option, Applicants may require that their subcontractors disclose to the Applicants, the subcontractors' direct and indirect campaign contributions to candidates who are running for, and/or incumbents who are currently serving in local Philadelphia elected office and to political committees/parties that are operating in Philadelphia (federal campaign contributions are not included **unless** the subject of the campaign is also running for, or currently serving in a local Philadelphia elected office). Disclosure forms may be found on the Disclosure/Eligibility – Subcontractor Disclosure tab on eContract Philly. Applicants are not required to submit these forms to the City.

**Applicants who have failed to file complete applications to the correct opportunity – including the online disclosure forms – through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.**

You are encouraged to start and complete your online application on eContract Philly as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Your proposal and other application documents will not be considered submitted until you sign the application and click

on the “submit” button at the conclusion of the eContract Philly process. It is your responsibility to make sure that you have signed and submitted your complete application to the correct contract opportunity established for this RFP.

You can begin uploading (or attaching) your proposal and other application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Please be advised that the eContract Philly website will not accept documents larger than 8 MB. If you have documents larger than 8 MB, you must separate them into smaller documents in order to successfully upload them to the system. Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

You are advised that any individual who signs and submits an application on eContract Philly must be an authorized signatory of the Applicant, authorized to both bind the Applicant to its proposal and to make the disclosures required to complete the eContract Philly process. Therefore, in conjunction with their electronic signatures provided at the conclusion of the submission of their applications online, signatories will be required to certify that they are the Applicant or are employees or officers of the Applicant duly authorized to execute the application and make disclosures on the Applicant’s behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

## **L. Selection Process**

This RFP is not a competitive bid subject to the requirement of Section 8-200 of the Philadelphia Home Rule Charter that award be made to the lowest responsible bidder. Cost to the City is a material factor, but it is not the sole, or necessarily the determining factor, in proposal evaluation. The City may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price. If the City chooses to award a contract, that contract will be awarded to the Applicant whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City’s best interest.

The City will base its selection on criteria that include, but are not limited to:

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff.
  - Degree to which the experience of the firm demonstrates the full range of technical and managerial disciplines associated with providing Services for this Project
  - Relevance of verifiable experience and expertise in projects of a similar scope and scale, as evidenced by project descriptions, for other public and private sector clients

- Past record of performance on similar projects including quality of work, timeliness and cost control
4. Superior quality, efficiency and fitness of proposed solution for City Department
  5. Superior skill and reputation, including timeliness and demonstrable results
    - Professional qualifications and experience of key personnel in providing similar services
    - Evidence that the organizational chart sufficiently addresses the positions necessary to support the project
    - Relevance of recent projects completed by Key Personnel
  6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
  7. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women
    - The quality of DBE subcontractor opportunities made available.
    - The scope and breadth of DBE participation sought by the Applicant.
    - The level of integration of DBE subcontractors into the overall project team.
    - The overall DBE participation level to be reasonably achieved, as a result of the Applicant's good faith efforts.
  8. Lower cost
    - a. Not applicable for this opportunity (fee proposals will only be required and accepted at the time of contract negotiations and per 49 CFR Section 18.36, any fee awarded must be fair and reasonable.)
  9. Administrative and operational efficiency, requiring less City oversight and administration
  10. Anticipated long-term cost effectiveness
  11. Meets prequalification requirements
  12. Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12
    - a. Not applicable for this opportunity – while the successful applicant is/are not required to meet the Local Business Entity or Local Impact tests, the successful applicant shall maintain an office and a legal address in the Philadelphia area during the pendency of any contract resulting for this RFP.

If a contract is awarded pursuant to this RFP, in compliance with Section 17-1402 (c) of the Philadelphia Code, a notice will be published on the City's eContract Philly website (<https://philawx.phila.gov/econtract/>) listing the names of all Applicants and identifying the successful Applicant and the basis for the award to that Applicant. This notice will appear on the City's website for at least one week before the contract is executed. In no event, however, shall the City Department or City Agency issuing this RFP be obligated to debrief unsuccessful Applicants as to the basis for its decision not to award a contract to them.

## IV. Proposal Administration

### A. Procurement Schedule

RFP Posted	November 14, 2022
Mandatory Pre-Proposal Meeting	November 22, 2022 1:00 pm, virtual
Site Visit	n/a
Applicant Questions Due	November 29, 2022 @ 5:00 pm
Answers Posted on eContract Philly Website	November 30, 2022 @ 5:00 pm
Proposals Due	December 15, 2022 @ 5:00 pm
Applicant Interviews, Presentations	January 15, 2023
Applicant Selection	February 1, 2023
Contract Execution	March 1, 2023
Commencement of Work	March 1, 2023

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the pre-proposal meeting date/time or location, the due date for Applicant questions, and the date for proposal submission will be posted on the City's eContractPhilly website at <https://philawx.phila.gov/econtract/>. The other dates/times listed may be changed without notice to prospective Applicants.

### B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to [susan.bailey@phl.org](mailto:susan.bailey@phl.org) no later than date noted in the above schedule and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the City's eContractPhilly website at <https://philawx.phila.gov/econtract/> (go to the Opportunity Details page for this notice of contracting opportunity). Responses posted on the City's website become part of the RFP upon posting. The City reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

### C. Pre-Proposal Conference, Site Visits, Inspection of Materials

A pre-proposal meeting to review the requirements of this RFP will be held virtually on date noted in above schedule. Attendance at the pre-proposal meeting is mandatory for all Applicants. Subcontractors are not required but are strongly encouraged to attend.

**The City believes that attendance at the pre-proposal meeting is essential for successful participation in this RFP procurement and expects every Applicant to attend. The City reserves the right, in its sole discretion, to reject without evaluation the proposal of any Applicant that does not attend the meeting.**

Microsoft Teams Meeting – Link:

## Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 279 132 420 590

Passcode: yEJTKc

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 267-422-2007,,476006943#](#) United States, Philadelphia

[\(833\) 422-7714,,476006943#](#) United States (Toll-free)

Phone Conference ID: 476 006 943#

### **D. Interviews; Presentations**

During the evaluation of proposals, interviews or oral presentations may be required from one (1) or more Applicants. The City will advise Applicants as to the time and place for such oral presentations. The Applicant shall be prepared to discuss all aspects of the proposal in detail. All costs of interviews and presentations, including travel, are the responsibility of the Applicant.

### **E. Term of Contract**

It is anticipated that the initial term of the Contract shall commence on March 1, 2023 (the “Initial Term”) and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire up to twelve months thereafter, on February 29, 2024. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one-year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

## **V. General Rules Governing RFPs/Proposals; Reservation of Rights and Confidentiality**

### **A. Revisions to RFP**

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on eContract Philly with the original Opportunity Details. It is the Applicant's responsibility to check the eContract Philly website frequently to determine whether additional information has been released or requested.

### **B. City Employee Conflict Provision**

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

### **C. Proposal Binding**

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the City's sole discretion, result in rejection of Applicant's proposal.

### **D. Contract Preparation Fee**

Pursuant to Chapter 17-700 of the Philadelphia Code, the successful Applicant must generally pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

<u>Amount of Contract or Amendment</u>	<u>For-Profit Fees</u>		<u>Non-Profit Fees</u>	
	<u>Contract</u>	<u>Amendment</u>	<u>Contract</u>	<u>Amendment</u>
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Applicant.

### **E. Reservation of Rights**

By submitting its response to this notice of contract opportunity as posted on the eContract Philly web site ("eContractPhilly"), the Applicant accepts and agrees to this Reservation of Rights and to the terms of this Notice of Contract Opportunity. The term "notice of contract

opportunity,” as used herein, means this RFP and includes all information posted on eContract Philly in relation to this “New Contract Opportunity” as published on eContract Philly, including, without limitation, the information posted for this opportunity on the “Detailed Information for Opportunity” page, in the eContractPhilly “Opportunity List,” and including in addition to this RFP, any other document linked to the Detailed Information for Opportunity Page or otherwise displayed on or linked to this notice of contract opportunity.

#### 1. This Notice of Contract Opportunity

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- (a) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
- (b) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;
- (c) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason the City determines to be in the City’s best interest;
- (d) to extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason the City determines to be in the City’s best interest;
- (e) to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;
- (f) to cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City’s sole discretion, a new notice of contract opportunity for the same or similar services;
- (g) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on eContractPhilly.

#### 2. Proposal Selection and Contract Negotiation

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

- (a) to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of the Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;
- (b) to reject any proposal if, in the City’s sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

(c) to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections (a) and (b) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;

(d) to require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;

(e) to issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;

(f) to enter into negotiations with any one or more Applicants regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;

(g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity to revise their proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest;

(h) to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(i) to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(j) to elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if the City determines that it is in the City's best interest to do so;

(k) to require any one or more Applicants to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;

(l) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);

(m) to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;

(n) to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,

(o) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on eContractPhilly.

### 3. Miscellaneous

(a) Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

(b) Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

### **F. Confidentiality and Public Disclosure**

The successful Applicant shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.