
James Kenney, Mayor

Atif Saeed, Chief Executive Officer, Department of Aviation

REQUEST FOR PROPOSALS FOR **ON CALL ENVIRONMENTAL SAMPLING & TESTING**

WORK SUMMARY:

The City of Philadelphia, Department of Aviation seeks qualified Applicants to provide comprehensive professional environmental consulting services, including strategic advice and assistance as required and providing guidance and oversight to other outside consultants working on environmental issues. Services will include environmental sampling services with an emphasis on PFAs contamination issues including providing soil & groundwater sampling, analysis, certification and remediation on an as needed basis at Philadelphia International Airport and Northeast Philadelphia Airport.

PROPOSED COMPENSATION:

It is expected that the successful Applicant 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.

RFP ISSUE DATE:

December 29, 2023

RESPONSE DEADLINE:

No later than 5 pm Philadelphia Time on January 30, 2024. A complete proposal must be submitted by this time to be considered. Proposals in-process are incomplete.

PRE-PROPOSAL MEETING:

A pre-proposal meeting will be held on January 11, 2024 at 11:00 am, Philadelphia Time. It is not mandatory that all proposers attend.

Join ZoomGov meeting: <https://phl-org.zoomgov.com/j/1616479474>

Meeting ID: 161 647 9474

OFFICIAL RFP CONTACT:

David Wilson, Procurement Specialist II
David.wilson@phl.org

SUBMISSION REQUIREMENTS:

All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number) through **eContract Philly** at <https://philawx.phila.gov/econtract/>

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1. INTRODUCTION

1.1 Values

The City of Philadelphia values **diversity, equity, and inclusion**, and seeks to provide increased access to contracting opportunities for certified local, Minority-, Woman- and Disabled-Owned Businesses (M/W/DSBE), Small Business Enterprises (SBEs), and alternative diverse businesses on registries recognized by the City.

IF ELIGIBLE, YOU ARE ENCOURAGED TO:

- ✓ Apply for [Local Business Entity \(LBE\) certification](#) with City's Procurement Department. If you provide your LBE status and/or promise to have a Local Impact, this must be used by the contracting department as a positive factor in evaluation and potential selection. Additionally, some opportunities are exclusively reserved for LBE certified businesses.
- ✓ Register as a [M/W/DSBE](#) certified business with the City's [Office of Economic Opportunity](#) (OEO) and be added to OEO's registry of certified businesses. The City and prime contractors use this registry to find and solicit diverse vendors for contracts and subcontracts.
- ✓ Get Paid Faster! Enroll on the [Vendor Payment Portal](#) to effortlessly submit electronic invoices and monitor payment progress 24/7. The process of submitting invoices through the Vendor Payment Portal is user-friendly, efficient, and free.

M/W/DSBEs, [alternative Diverse Businesses recognized by the City](#), vendors participating in the [Rebuild Emerging Vendors Program](#), and LBEs are encouraged to respond directly to this RFP.

1.2 Contracting with the City of Philadelphia

Consistent with our values, the City requires that all contractors and subcontractors comply with all applicable laws, regulations, and policies, including:

1

[City business licenses and permit requirements](#)

2

[Payment of City Business Taxes or other indebtedness owed to the City](#)

3

[Compliance with the City's Antidiscrimination Policy, Executive Order 01-21](#)

4

[CHAPTER 17-1300. PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD](#)

Please closely review the City's contract attachments including the standard terms and conditions found in the General Provisions under [Appendix A](#) of this RFP. Any contract resulting from this RFP will incorporate and be governed by these documents.

1.3 Contacting Us

For technical assistance with the eContract Philly website, email eContractPhilly@phila.gov or call (215) 686-4914.

- Please note the phone number provided is not a live helpline.
- Allow for two (2) business days prior to any application deadline to receive a response to your request. The City will not extend a deadline even if it has not responded to your question or request.
- All other questions regarding the RFP, including substantive questions, must be submitted in accordance with Section 2.3. Applicants are otherwise prohibited from contacting City representatives concerning this RFP or related matters.

1.4 Feedback about this RFP

The City recently updated the design of the RFP we use for Professional Services, and would like feedback from vendors. If you have feedback you would like to share, please complete [this voluntary survey](#). Thank you.

2. THE OPPORTUNITY

2.1 Summary

This opportunity is open to prime Applicants with a minimum of ten (10) years of direct and relevant experience of comparable type and complexity and the proposed project staff shall have knowledge of the specialized practices and limitations associated with groundwater and soil sampling.

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 Pennsylvania Department of Environmental Protection (PADEP) regulations, Environmental Protection Agency (EPA) standards and Federal Aviation Administration (“FAA”) standards including Titles 40 and 49 of the Code of Federal Regulations and have a working knowledge of advisory circulars and all other pertinent and relevant codes and standards.

2.2 Background

Department of Aviation Overview

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

Project Background

Description of 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 2021 by Airports Council International – North America, PHL was ranked the twenty-first busiest airport in the United States, serving 19.6 million passengers; twenty-eighth 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.

a. Philadelphia International Airport Background

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.

b. Northeast Philadelphia Airport Background

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 Applicants, vendors, airlines, and other firms working at or for the airport. Aviation 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 Department of Aviation 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.

Aviation is committed to diversity, equity and inclusion. As such, it desires for its Applicants to prioritize diversity, equity and inclusion within their organization.

Accordingly, we ask that upon entering a contract with the Department of Aviation, 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.

Problem Statement

Aviation has several capital improvement and stakeholder development projects as each airport as well as private properties and nearby roads. The sampling information provided through this service will help to properly deter and address existing site conditions for permitting and project design activities.

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.

2.3 RFP Schedule

RFP Posted	December 29, 2023
Pre-Proposal Meeting	<p>A pre-proposal meeting will be held on January 11, 2024 at 11:00 am, Philadelphia Time.</p> <p>It is not mandatory that all proposers attend.</p> <p><i>Join ZoomGov meeting:</i></p> <p>https://phl-org.zoomgov.com/j/1616479474</p> <p><i>Meeting ID: 161 647 9474</i></p> <p>+16692545252,,1616479474# US (San Jose)</p> <p>+16468287666,,1616479474# US (New York)</p>
Applicant Questions Due	Applicants must submit questions regarding this opportunity by January 12, 2024 at 5:00 pm Philadelphia time. All questions must be submitted via email to David.wilson@phl.org.
Answers Posted on <u>eContract Philly</u>	January 16, 2024, 5:00 pm Philadelphia time
Proposals Due	January 30, 2024, 5:00 pm Philadelphia time
Applicant Interviews, Presentations <i>(City Discretion)</i>	<p>March 1, 2024</p> <p>Virtual</p>
Applicant Selection	April 1, 2024
Contract Execution	May 1, 2024
Commencement of Work	June 1, 2024

The above dates are estimates only. Notice of changes in any pre-proposal meeting or site visit date, time or location, due date for Applicant questions, or proposal due date will be posted as a notice/Addendum with the original RFP on [eContract Philly](#) and will become a part of the RFP.

2.4 Outcome Goals

To provide Aviation with soil and groundwater sampling and reporting services in accordance with state and federal guidelines, addressing existing site conditions to better inform project direction and design.

2.5 Award Terms

The initial term of the Contract is anticipated to commence on JULY 1, 2024 (the "Initial Term") and, unless sooner terminated by the City pursuant to the terms of the contract, shall expire up to twelve months thereafter, JUNE 30, 2025. The City may, at its sole option, amend the contract to add up to four (4) 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.

Aviation reserves the right to have multiple awards.

Term	The term of this contract is expected to start on or about June 1, 2024, and end on or about May 31, 2025. The City may, at its sole option, amend the contract to add up to four (4) additional terms, each not to exceed one year.
Compensation	Contract(s) will state maximum compensation including all expenses.
Cost Proposal Type	Please reference Section 3.2 of this template for more information on cost proposal requirements.
Terms of Payment	Successful Applicant shall submit monthly invoices.

3. SCOPE OF WORK

3.1 Description of Services

This *Section 3.1, Description of Services* includes the requirements for the project, including the services to be performed and the deliverables that must be met by the selected Applicant. The City reserves the right to change certain service requirements or deliverables based on changed circumstances, like a change in the business or technical environment or contract negotiations with Applicant(s) selected for negotiations, without issuing a revised RFP.

Applicants should read this section closely. An Applicant's proposed scope of work must detail how they will meet the service requirements or achieve the deliverables described in this section. Applicants may also propose additional or revised services or deliverables to achieve the outcomes described in *Section 2.3 Outcome Goals* of this RFP. However, Applicants must explain why each of these additional services or deliverables are necessary, and when and how they will be completed.

The Applicant and proposed subconsultants must disclose if any employee(s) of the company has or will work on any "Per- and Polyfluorinated (PFAS)" related litigation.

Service Requirements

Aviation 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/scientists and/or technical 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 sampling and testing services for various, to-be-determined projects at the Airport.
2. All work shall be in accordance with PADEP, EPA, FAA, Transportation Security Administration ("TSA") and Airport 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, sampling results, reports, 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. .

4. Types of Assignments

The assignments may involve any of the landside or airside facilities at each airport as well as private properties and nearby roads. The services will include, but not be limited to, providing strategic advice and assistance as required and providing guidance and oversight to other outside consultants working on environmental issues.

Should an Applicant be unwilling or unable to perform any tasks due to internal corporate policies or conflicts of interest regarding any PFAs-related litigation, the Applicant MUST disclose those specific tasks and such conflicts of interest in the response.

It is expected that the assignments will involve some or all of the following areas of concern:

- Soil & Groundwater Sampling, Analysis, Certification & Remediation
- Other environmental-related issues concerning soil and groundwater contamination with a special emphasis on PFAs issues.

5. Scope of Services

- a) Strategic Advice & Planning

The successful Applicant(s) is to provide advice to the Airport on soil and groundwater sampling issues involved in the planning, design and construction of capital improvement projects and in its daily operation. The successful Applicant(s) will be expected to determine the extent of potential problems and recommend a course of action to clear all obstacles and to obtain required approvals and permits.

- 1) Advise the Airport regarding applicable standard codes;
- 2) Render technical advisory and consulting expertise to the Airport on an as-needed basis in connection with soil and groundwater contamination issues with a particular emphasis on PFAs;
- 3) Assist the Airport in formatting retrieved or acquired sampling data into GIS format;

- b) Regulatory Agencies

The successful Applicant(s) will act as liaison to state, federal and local regulatory agencies, and provide the following services:

- 1) Interpretation of regulations;
- 2) Previews and prepare response comments on pending legislation and/or regulations;
- 3) Preparation of all necessary correspondence;
- 4) The signing and certification of various Agencies' forms attesting to the accuracy of the data which the Applicant has collected.

c) Construction Administration, Inspection and Oversight

During any hazardous material abatement project, the successful Applicant(s) shall assign certified staff (certified by the appropriate government agencies) to provide appropriate testing. In some cases, an on-site lab may be needed to provide immediate results. Reports shall be submitted to the Airport as requested. The services are described below:

- 1) Employ and assign personnel for any soil and/or groundwater testing services.
- 2) Furnish vehicles, as required for use by field personnel engaged in testing.

d) Deliverables

At the completion of every assignment, study, analysis, investigation, etc., the successful Applicant shall deliver as a minimum to the Airport, three (3) bound copies of the report, drawing, test results, etc. unless otherwise directed. In addition, the successful Applicant shall submit same in electronic format (.pdf preferred) except that electronic drawings shall be delivered in accordance with the Airport's CAD Standards and/or GIS format.

- e) 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.
- f) 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.
- g) 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.
- h) 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 – to be provided:

a. Work Plan

- **The Applicant must disclose if any employee(s) of the company has or will work on any "Per- and Polyfluorinated (PFAS)" related litigation.**
- Organization Chart for the project team, indicating the names and titles of the prime Applicant and each proposed sub consultant.
- 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 consultants.
- 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 consultant 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 (if not included with Standard Form 330) of all key staff listed for the prime Applicant and sub consultants and other commitments of key staff;

- Note and 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.
 - The proposal approach shall also demonstrate how the prime Applicants and subconsultants conduct and/or promote sustainable operating practices within their own organizations such as environmentally preferable purchasing, sustainable travel, and waste minimization.
 - Applicant must provide documentation of their organization’s commitment to sustainability in both operations and work products, documented on letterhead and preferably posted on the organization’s website.
 - Project team must include one or more certified Envision Specialists, to support Envision verification of airside and landside projects through the Institute for Sustainable Infrastructure.

General Requirements

A. 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.

B. Monitoring; Security

By submission of a proposal in response to this RFP, Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City, 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.

C. 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 Civil and/or Environmental Engineering or Environmental Sciences, 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 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.

Applicants shall be prepared to employ on its staff permanent, experienced professionals to complete the work of the project. The proposal must identify all key personnel who will perform work on the project by education level, skill set (described in detail), experience level and job title, as well as a narrative as to the contribution each individual will bring to the success of the assignment. Resumes of all personnel so identified shall be included in the Applicant's proposal. The City reserves the right to approve all key personnel. The successful Applicant shall not change key personnel without the consent of the City's representative. Subconsultants may be used for a

portion of the work. However, the Applicant must demonstrate the technical leadership and overall responsibility for the work.

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.

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

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 successful Applicant must be familiar with typical airport operations and provide a 24-hour emergency contact phone numbers for both the Applicant's key personnel as well as those of the Applicant's key subconsultants.

For the duration of the sampling services contract term, the project team shall provide those services essential to completion of the public works and tenant construction projects sampling efforts, as directed by Aviation. The support resources and clerical staff if needed will be based upon a pre-approved staffing plan.

Aviation requires the successful Applicant to employ highly qualified staff capable of interpreting local, state and federal regulations, providing sampling and reporting services. Support will include personnel with the disciplines and expertise required to provide sampling services for projects of various types and magnitudes. .

1. **Project Manager:** The successful Applicant shall appoint a qualified project manager who will be the point of contact and project lead for the team. The project team will be supervised by a manager, who shall be the operational point of contact with Aviation.
2. **Subconsultants:** 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 subconsultants or possibly a joint venture collaboration, as necessary to meet all the requirements.

All subconsultants will be subject to approval by the City, in the City's sole discretion. Prior to execution of the agreement, the Applicant 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 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 shall cause the appropriate provisions of its response 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 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 who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontract agreements.

4. **Other Consultants:** When it is determined that an assignment requires the participation of other consultants, the Airport, at its sole discretion, may assign another consultant who is under contract to the City. The will be expected to fully cooperate in any joint efforts that may be required.

3.2 Performance Metrics, Contract Management & Payments

Contract Performance Monitoring

As part of the City of Philadelphia's commitment to improved outcomes, the City seeks to actively and regularly monitor service delivery to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. As such, the City reserves the right to request/collect other key data and metrics from providers related to the performance of the contract and to reject any item of work that does not meet the performance standards described in the contract.

The successful Applicant shall report to the City of Philadelphia 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 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) 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.

How We Will Pay the Selected Applicant

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.

4. HOW TO SUBMIT YOUR RESPONSE

4.1 What You Must Include in Your Proposal

For your proposal to be considered, proposals must be submitted:

- a) electronically;
- b) through the City's designated system (not email);
- c) before the deadline; and,
- d) signed by an authorized representative of the Applicant.

Additionally, your proposal must include the information listed in the Proposal Requirements below and be organized in the order shown. Failure to submit your proposal in the manner and format required by this RFP may result in your proposal being rejected.

Proposal Requirements:

1. Table of Contents

2. Introduction/Executive Summary (Give a short description of your proposal.)

Provide an overview of your company, the goods or services you offer and how you plan to meet the City's needs.

3. Applicant Profile (Tell the City about yourself).

Please complete the Applicant information sheet and include it with your proposal submission.

Part 1. Please provide the following for the Applicant's Business:

1. Name of Business
2. Business Address
3. Telephone Number
4. Fax Number (if applicable)
5. E-mail Address
6. Website Address
7. Federal Taxpayer Identification Number or Federal Employer Identification Number

Part 2. Please provide the following for the Applicant's Primary Contact:

1. Name
2. Job Title
3. Address
4. Telephone Number
5. Fax Number (if applicable)
6. E-mail Address

Part 3. Please provide a description of the Applicant's business background by answering the following:

1. What is the Applicant's Business Organization type (i.e. corporation, partnership, LLC, for or not for profit, etc.)?
2. Is the Applicant's Business registered to do business in Philadelphia and/or Pennsylvania?
3. What is the country and state of the Applicant's business' formation?
4. How many years has the Applicant's business been operating?
5. What is the primary mission of the Applicant's business?
6. What is the Applicant's significant business experience?
7. Is the Applicant's business registered as a minority-, woman-, or disabled-owned business or disadvantaged business with which certifying agency?

4. Proposed Scope of Work (Tell the City what you propose to do).

Review Section 3 of this RFP, "Scope of Work" and directly state what services and materials you will provide to meet the City's described needs. Be specific, and, as necessary, describe your services and materials in plain language for the evaluation team to understand. Note: A cost proposal is not required at this time.

5. Statement of Qualifications; Relevant Experience (Tell the City why you are the best choice).

Provide a statement of your relevant qualifications and demonstrate how your experience meets or exceeds the City's requirements. Include a list and description of similar projects you have worked on, including the number of such projects and the amount of time spent on them.

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 the appendices 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.

6. Proposed Subcontractors (Tell the City who will work with you).

Please provide a complete list of prospective subcontractors with whom you plan to work on this project. Include:

- Company Name
- EIN
- Scope of Work
- Minority-, Women-, or Disabled-Business / Disadvantaged Business Entity Certification (if applicable)
- Percentage of total work allocated to each firm

In addition, as required by the Office of Economic Opportunity, please complete the Subcontractor Solicitation and Commitment Form referenced in [Appendix B](#) and attach it to your RFP. This captures all minority-, woman-, and disabled-owned firms you have asked to work on this project with you, whether they have committed to do so, and the amount or percentage of the overall contract anticipated to be paid to each.

7. Requested Exceptions to Contract Terms (Tell the City any changes you would like to the contract).

In exceptional cases, a successful Applicant might be afforded exceptions to the City's Contract Terms. State if you would like to request exceptions to the City's Contract Terms, including those contained in this RFP, including [Appendix A](#) and any other documents incorporated by link or reference. Identify the location of the proposed change as well as possible (noting the document, section, heading, and page), the reason for the change request, and proposed alternative language. The City may consider your proposed changes or may disqualify your proposal at its option. However, please be aware that exceptions are not made often and so you should thoroughly explain why the change is necessary and appropriate for the contract. Any proposed exceptions to the City's Contract Terms are subject to various internal review procedures before they can be accepted.

Note: Your proposal is a [binding offer](#) to contract and failure to propose exceptions binds you to the City's terms, if your proposal is accepted.

8. Tax and Regulatory Status and Clearance Statement (Certify that you do not owe the City).

Obtain a [Tax Clearance Certificate](#) and complete [Appendix C](#) attesting to Applicant's tax and regulatory compliance with the City.

9. Disclosure of Litigation, Administrative Proceedings, and Contract Defaults (Tell the City about any legal proceedings or contract disputes your company or its leaders were involved with).

Provide a description of any legal proceedings or contract disputes in the past five (5) years that might affect your business, finances, or ability to perform the work described by this RFP. Include all instances of litigation, bankruptcy, debarment, suspension, contract default claims, any criminal conviction or indictments, settlements, and court or administrative orders. For each matter, state the name and nature of the matter, the parties involved, and its current status. For contract disputes, provide the name and contact information for the opposing party. Provide the same information for any matter involving an officer, director, principal, partner, or affiliate of the Applicant, and for any intended subcontractor of the Applicant.

10. Statement of Financial Capacity (Demonstrate how stable your business is)

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. You may include any of the following:

- A general, independent statement of the Applicant's financial condition, prepared by an external auditor or accountant;
- Applicant's most recent audited or unaudited financial statements, including:
 - Balance Sheet,
 - Income Statement, or
 - Cashflow Statement;
- Most recent IRS Form 990 (for non-profit organizations only); or,
- Any other documentation that demonstrates your financial capacity to meet the requirements of this RFP.

11. Local Business Entity or Local Impact Certification (Tell the City if you are a local business or how you envision affecting the local economy).

The City is committed to leveraging its buying power to uplift and grow our local economy, which will result in more jobs for Philadelphians, including local and small, Minority-, Woman-, and Disabled-owned businesses and other diverse businesses. For this reason, the City will consider local impact as a significant factor in our proposal evaluation for this contracting opportunity. If you meet the requirements of a certified Local Business Entity (LBE), we strongly recommend that you get certified for free by following the steps found [HERE](#) and include a copy of your certification with your proposal and/or include a statement about how you envision impacting the local economy through this work.

12. Disclosure Requirements (Tell the City about your political contributions).

Excess political contributions to City candidates and incumbents can disqualify you from a City contract. Complete the mandatory [disclosures](#) required as part of the electronic application process in eContract Philly, including any local political campaign contributions, by selecting "[Apply for Contract](#)" from the opportunity information screen (where this RFP was located). Additional information and instructions are located under the "[Disclosure/Eligibility](#)" tab on the top of the [eContract Philly](#) homepage. Please make sure to review these requirements closely before completing these disclosure forms.

4.2 How To Submit Your Application

Online Submission Required by the Application Deadline

You must **complete your application through [eContract Philly](#) before the deadline** to be considered for this contract opportunity. Proposals may be changed at any time up until the submission deadline and the City will not review your proposal until after the deadline. The proposal is not considered submitted until the "submit" button is pressed at the conclusion of the eContract Philly submission process. You will receive a confirmation email that your Application was submitted.

Applicants are encouraged to allow sufficient time to complete the application process in order to become familiar with the requirements of the eContract Philly interface, upload all required documents, and resolve any technical issues prior to the submission deadline. The City need not accept, and may discard, responses that are incomplete, late, or submitted in any other format.

Electronic File Limitations

[eContract Philly](#) accepts attachments up to 8MB of the following file types: Microsoft Word, Microsoft Excel, Microsoft Project, Adobe PDF or in a compressed zip file. Larger attachments must be split into smaller attachments to accommodate this file size limitation. There is no limit to the number of attachments that may be uploaded.

Every Entity Applies for Itself

Except in the case of [Joint Ventures](#), which follow special rules described below, **every entity must apply for itself**. If the prospective applicant is not already registered with [eContract Philly](#), you must first register for an account before you can apply to this opportunity. Note that each legal entity must have a separate account; you may not utilize or repurpose another entity's account for this application. To identify each legal entity, the eContract Philly application system uses an entity's Taxpayer Identification Number, either a Social Security Number (SSN) or Employer Identification Number (EIN). Make sure the Tax Identification Number associated with your profile matches the Tax Identification Number of the company that is applying. Applications from an affiliated entity or made on another entity's behalf will cause the City to reject the proposal.

See the [Joint Venture](#) rules if you are applying on behalf of a Joint Venture.

Use the Submission Checklist Below

This is a tool to help you to submit a complete, accurate, responsive, and on time application.

DOES MY RESPONSE MEET THE PROPOSAL REQUIREMENTS?

Did you submit the proposal before the stated deadline of this RFP?	✓
Did the proposal explain how Applicant meets the goals and objectives, tasks, milestones, and deliverables, and other requirements described by the Department in the Opportunity and Scope of Work sections?	✓
Does your cost proposal meet the requirements under " Compensation "?	✓
Does your service proposal meet the requirements under " Description of Services "?	✓
Does your proposal meet the overall format and content requirements described in " What you must include in your proposal "?	✓
If eligible, did you register with the Office of Economic Opportunity as a M/W/DSBE, alternative Diverse Business recognized by the City, and/or with the Rebuild Emerging Vendors Program ?	✓
If eligible, did you enroll with the City's Vendor Payment Portal to effortlessly submit electronic invoices and monitor payment progress 24/7?	✓
Did you review the entire RFP and contract attachments, including the Contract Terms and Conditions, and request any exceptions? You must propose contract language changes with your proposal or the City's terms are deemed accepted.	✓
Was the proposal submitted electronically through eContract Philly ?	✓
Did you complete the mandatory political contribution disclosures through the application?	✓

Was the proposal submitted to the correct opportunity number?	✓
Was the application signed by clicking on the “submit” button at the conclusion of the eContract Philly submission process? The proposal is not considered submitted until this button is pressed, regardless of when you started to complete the proposal. You will receive an email acknowledgment of your submission.	✓
Was the individual who signed the application authorized to sign on behalf of the Applicant? For more information on who is authorized to sign your application, please see page 32 of the sample application found on eContract Philly here . You must be logged in to eContract Philly to access the document.	✓
Does the Applicant’s eContract Philly Profile match the Applicant information provided in the proposal? Do the Taxpayer Identification Numbers match? (Do not use the SSN of the person filling out the proposal, unless the contract will be with that actual person; use the number of the entity applying and on its eContract Philly profile.)	✓
Special Rule for Joint Ventures	✓

4.3 Proposal Binding

Your proposal is a binding offer to contract for what you propose. 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 and will enter a contract containing the same terms. If the City accepts your proposal as submitted, the City need not negotiate additional or different terms. Applicants must state clearly and conspicuously any modifications, waivers, objections, or exceptions they seek in a separate section of the proposal entitled “[Requested Exceptions to Contract Terms](#).”

The City reserves the right, in its sole discretion, to negotiate terms and conditions different from and/or additional to the Contract Terms without notice to other Applicants.

5. HOW WE CHOOSE

The City will consider many factors, including cost, when evaluating proposals submitted to this RFP. While cost is an important factor, it is not the sole, or necessarily the deciding factor. The City may choose to award the contract resulting from this RFP to an Applicant whose proposal is the most advantageous to the City and in the City's best interest even if the Applicant is not offering the lowest price.

The City will base its selection on criteria that may 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
 - a. Demonstrated satisfactory completion of relatable work including comparable details, innovative solutions used and management control techniques.
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
 - a. Relevance of verifiable experience and expertise in projects of a similar scope and scale, as evidenced by project descriptions, emphasis on airport work.
4. Superior quality, efficiency and fitness of proposed solution for City Department
 - a. Consultant team qualifications provide necessary project support and availability to efficiently perform the work and provide appropriate expertise.
5. Superior skill and reputation, including timeliness and demonstrable results
 - a. Demonstrate solid understanding of the project requirements and desired result and crafted a superior and efficient process for accomplishing those requirements.
 - b. Documented use of new and innovative approaches or technology such as (CAD, BIM, GIS, other)
 - o Tools intended to manage project elements
 - o Project team approach to quality control
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
 - a. The quality of M/W/DSBE subconsultant opportunities made available.
 - b. The scope and breadth of M/W/DSBE participation sought by the Applicant.
 - c. The level of integration of M/W/DSBE subconsultants into the overall project team.
 - d. The overall M/W/DSBE participation level to be reasonably achieved, as a result of the Applicant's good faith efforts.
 - e. Applicant's prior history of promoting development and allocating experience to M/W/DSBE firms.
8. Lower cost
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.

If a contract is awarded from this RFP, a notice will be published on the City's [eContract Philly](#) website identifying the name of the selected Applicant and the basis for award to that Applicant, as well as the names of all other Applicants to this RFP. To access this notice, select the button that says "Notice of Intent to Contract" and search for your opportunity number.

6. GENERAL RULES GOVERNING RFPs/PROPOSALS

WHAT ARE MY RESPONSIBILITIES IF I'M AWARDED THE CONTRACT?

Maintain an active Business Income and Receipts Tax (BIRT) Account Number.	REGISTER HERE .
Maintain an active Commercial Activity License (CAL) Number	REGISTER HERE
Obtain a Philadelphia Tax and Regulatory Status Clearance and return Appendix C and stay current with all City and School District taxes and fees or payment plans.	OBTAIN A TAX CLEARANCE CERTIFICATE HERE
Continuously disclose your political contributions and stay under the contribution limits that allow you to be awarded a contract.	SEE THE "DISCLOSURE/ELIGIBILITY" TAB ON ECONTRACT PHILLY HERE FOR MORE INFORMATION
Submit all Contracting Disclosures requirements. Provide demographic information about your workforce and your work for the City in the past five years (This is only required once an organization is awarded a contract with the City of Philadelphia).	CONTRACTING DISCLOSURE AND FILING INSTRUCTIONS ARE HERE
Pay a Contract Preparation Fee	SEE AND PAY THE FEE HERE
Contracts resulting from this RFP are "Service Contracts" and awarded Applicants, along with their subcontractors at any level, are "Service Contractors" who must comply with the 21 st Century Minimum Wage and Benefits Standard found in Philadelphia Code Sec. 17-1300.	THE CURRENT LIVING WAGE RATE AND BENEFITS REQUIREMENTS AND

APPLICABILITY CAN BE LOCATED [HERE](#)

If the awarded contract is valued at or over \$250,000, you must extend Equal Benefits to life partners of employees that are extended to spouses of its employees, under 17-1900 of the Philadelphia Code.

INFORMATION REGARDING EQUAL BENEFITS IS LOCATED [HERE](#)

Register for electronic payments

INSTRUCTIONS FOR REGISTRATION CAN BE FOUND [HERE](#)

Comply with Diversity and Inclusion Standards

SEE [APPENDIX B](#)

Comply with federal Health Insurance Portability and Accountability Act (HIPAA) if applicable.

SEE [HIPAA](#) SECTION BELOW

6.1 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) or other state or federal laws or regulations governing the privacy and security of health information.

If the contract is with any of the "[Covered Units](#)" designated by the City or the chosen provider is otherwise a "Business Associate" under HIPAA, the selected Applicant must comply with the "[Terms and Conditions Relating to Protected Health Information](#)" which are posted on [eContract Philly](#) under the "[About](#)" section and which will be incorporated into the contract by reference.

6.2 Special Rules Applicable to Joint Ventures

Generally, applications submitted through 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 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 (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.

6.3 Mandatory Political Contribution Disclosures and Penalties

Pursuant to [Chapter 17-1400](#) of the Philadelphia Code, Applicants are required to disclose the following as part of their required online application:

- their direct and indirect campaign contributions to:
 - political candidates and incumbents who are nominated for, running for, or serving in, a local Philadelphia elected office; and
 - political committees/parties that are operating in Philadelphia¹
- any consultants used in responding to the RFP and political contributions those consultants have made as described above; and
- whether the Applicant or any representative of the Applicant has received from any City employee a request for money or other items of value, or advice as to specific entities that can satisfy minority, woman, or disabled-owned business participation goals.

Applicants who make material misstatements or omissions in required disclosures may be prohibited from entering into contracts resulting from this or any other RFP of the City for one to three years and subjected to fines of up to three-times (3x) the amount that a contribution exceeded the [political contribution limits](#), up to \$2,000 for each contribution, pursuant to [Section 20-1302](#) of the Philadelphia Code

For more information, please consult the text of [Chapter 17-1400](#), the “[Disclosure/Eligibility](#)” tab on [eContract Philly](#), e-mail econtractphilly@phila.gov, or call 215-686-4914.

6.4 Political Contribution Limits for City Contractors

The current contribution limits are adjusted every four years (starting in 2008) and are posted on the [eContract Philly](#) home page. The limits are established by law, apply continuously throughout the life of an awarded contract and for as long as the official benefiting is in office. Applicants are advised that individuals and businesses that make campaign contributions in excess of the amounts set forth in [Section 17-1404\(1\)](#) of the Philadelphia Code are ineligible to enter into a City contract or subcontract at any tier in excess of \$10,000 for individuals or \$25,000 for businesses. Contributions are attributed according to [Section 17-1405](#) of the Philadelphia Code and Applicants should take this into consideration in electing to apply for this opportunity and in selecting subcontractors, if any.

Applicants certify that their subcontractors are eligible to work on City contracts and will be responsible for any consequence if that later proves untrue. To assist Applicants, the City has provided disclosure forms under the “[Disclosure/Eligibility](#)” “[Subcontractor Disclosure](#)” tab on [eContract Philly](#) for subcontractors to complete and provide to the Applicant at their option. These forms do not need to be submitted to the City.

¹ State and federal campaign contributions do not have to be disclosed unless the subject/candidate in the campaign is also running for, or currently serving in a local Philadelphia elected office.

6.5 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.

6.6 Reservation of Rights

By submitting a response to this contract opportunity, the Applicant accepts and agrees to the [City's Standard Reservation of Rights](#), linked and incorporated in this document by reference, and to the terms of this contract opportunity, including all information contained in this RFP and information posted or accessible by link from the [eContract Philly "Opportunity List"](#) page, accessible under the "[New Contract Opportunities](#)" tab on the [eContract Philly](#) homepage.

6.7 Confidentiality and Public Disclosure

Each Applicant shall treat all information obtained from the City as a result of this opportunity or any resultant contract, which information is not generally available to the public, as confidential and/or proprietary to the City in accordance with the terms of any resultant contract. The Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The 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.

APPENDICES

Appendix A – General Provisions

THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT GENERAL PROVISIONS FOR ARCHITECT/ENGINEER SERVICES. (Posted as a separate document with this Opportunity on eContract Philly)

APPENDICES

Appendix A – General Provisions

THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT GENERAL PROVISIONS FOR ARCHITECT/ENGINEER SERVICES. (Posted as a separate document with this Opportunity on eContract Philly)

Appendix A-1 – Provider Agreement “SAMPLE”

Contract Number _____

City of Philadelphia
_____ Department

PROVIDER AGREEMENT

(Architect and Engineer Services)

THIS PROVIDER AGREEMENT is made as of the ____ day of _____
20 , by and between the City of Philadelphia (the “City”), acting by and through its
_____ Department (the “Department”), and _____
_____ (“Provider”), a _____, with its principal
place of business at _____.

BACKGROUND

The City and Provider desire that Provider render various professional services to the City, in accordance with the provisions of the Provider Agreement, the City of Philadelphia Professional Services Contract Architect and Engineer Services General Provisions, as revised January, 2006 (the "General Provisions") and all of the other documents and exhibits which together constitute the Contract Documents as defined in the General Provisions. A copy of the General Provisions is attached hereto and incorporated herein by reference.

In consideration of the mutual obligations set forth herein, and intending to be legally bound, the City and Provider covenant and agree as follows:

ARTICLE I: GENERAL TERMS

- 1.1 The Background is incorporated by reference herein.
- 1.2 Capitalized terms shall have the meanings set forth in the General

Provisions.

ARTICLE II: TERM

2.1 **Term.**

The term of this Contract shall commence on _____ and shall terminate on _____ unless terminated earlier in accordance with the terms of the Contract.

ARTICLE III: SERVICES AND MATERIALS

3.1 **Services and Materials.**

Provider shall perform the Services and provide the Materials described in **Exhibit PA-1**, which is attached hereto and incorporated herein by reference. All Services shall be performed and Materials provided within the schedule outlined in **Exhibit PA-1**.

ARTICLE IV: COMPENSATION

4.1 **Amount.**

As compensation for the Services and Materials rendered and provided, the City covenants and agrees to pay to Provider _____ ("Provider's Fee").

4.2 **Manner of Payment.**

(a) Payment shall be made after Provider's timely submission of invoices to the Responsible Official, in the number, form and content acceptable to the Responsible Official, accompanied by such additional supporting data and documentation as the Responsible Official may require. All payments to Provider are contingent upon satisfactory performance of the terms and conditions of this Contract. Provider shall submit its final invoice not more than sixty (60) days from completion of the Services and delivery of Materials. All payments to Provider shall be by checks drawn by the City Treasurer.

(b) Subject to the submission of monthly invoices as set forth in section 4.2(a) above, payment to Provider by the City for Services and Materials satisfactorily performed shall be made as follows:

- (1) Fifteen percent (15%) upon completion and approval of schematic design;
- (2) Thirty-five percent (35%), inclusive of previous payment, upon completion and approval of preliminary design;
- (3) Sixty-five percent (65%), inclusive of previous payments, upon completion and approval of the Construction Documents;
- (4) Seventy-five percent (75%), inclusive of previous payments, following completion of all Services required of Provider during the City's bid/award process;
- (5) Eighty-five percent (85%), inclusive of previous payments, at forty percent (40%) completion of construction;
- (6) Ninety-five percent (95%), inclusive of previous payments, at eighty percent (80%) completion of construction;
- (7) One hundred percent (100%), inclusive of previous payments, at substantial completion of construction, unless the Responsible Official or his/her designee determines that further work is required of Provider in connection with punch list items.

In the event the City elects to terminate this Contract for the convenience of the City pursuant to Section 13.1 of the General Provisions following completion and approval of the Construction Documents or if the City elects to delay commencement of the bidding process for more than six (6) months following the date of the City's approval of the Construction Documents for reasons beyond the control of Provider and which is not because of Provider's fault or negligence, the payment made under Section 4.2(b)(3) above shall be increased from sixty-five percent (65%) to seventy percent (70%).

(c) Subject to the City's prior written approval, Provider may elect to receive monthly progress payments for each phase of the aforesaid Services and Materials based on the actual percentage of work completed for each phase (regardless of the amount of time spent by Provider), as determined by the Department; provided, however, that no more than eighty percent (80%) of the total compensation due for each phase shall be paid before the completion of such phase. Provider must submit monthly invoices in accordance with section 4.2(a) above. The City reserves the right to require Provider to submit certified payrolls or other documentation in order to determine the appropriateness of any progress payments to Provider.

(d) Provider's Fee hereunder shall include full payment for all costs and expenses associated with the Services and Materials provided under this Contract, including, but not limited to, the following:

- (1) Expense of all travel, lodging and transportation in connection with the Services and Materials, as well as all telephone and other communication expenses;
- (2) Filing fees for required permits and approvals including, but not limited to, filing fees for zoning and/or use registration permits, building permits, variances, and, if requested by the Department, preliminary plan examination, from authorities having jurisdiction over the Services (Note: Any additional fees to be paid to such authorities for the actual permits will not be the responsibility of Provider);
- (3) Expense of reproductions, postage and handling of drawings, specifications, and other documents;
- (4) Expense of overtime work requiring higher than regular rates unless authorized in writing by the City as an additional service under Section 3.3 of the General Provisions (Additional Services and Materials);
- (5) Expense of renderings, models and mock-ups included in the Provider's proposal at the request of the City;
- (6) Expense of additional insurance coverage, including professional liability insurance, requested by the City in excess of that normally carried by Provider and Provider's Subcontractors;

(7) Expense of computer-aided design and drafting equipment time when used in connection with the Services.

(e) Notwithstanding anything in this Contract to the contrary, the sum of any and all payments to Provider hereunder shall in no event exceed the sum of _____.

ARTICLE V: MISCELLANEOUS PROVISIONS

5.1 **Notice.**

Any notice required or permitted to be given under the Contract shall be given in writing and shall be personally delivered by hand with receipt obtained, by a national overnight express carrier (such as Federal Express), by facsimile, or sent by registered or certified United States mail, return receipt requested, addressed as follows:

IF TO THE CITY

Attn.:

(Fax No.: _____)

IF TO PROVIDER:

Attn:

(Fax No.: _____)

5.2 **Interpretation; Order of Precedence.**

In the event of a conflict or inconsistency between the terms of this Provider Agreement and any term, condition or provision contained in any exhibit hereto, or any attachment to such exhibit (including without limitation, any proposal of Provider), the terms of this Provider Agreement shall control.

5.3 **Other Provisions** [NOTE -- delete the heading "Other Provisions" if not applicable & insert "Section 5.3 intentionally deleted."]

Other provisions, including, without limitation, OEO participation commitments and any exceptions or modifications to the General Provisions of the Contract, are set forth in the following Exhibits attached hereto, and incorporated herein by reference:

(a) **Exhibit PA-___:**

(a) **Exhibit PA-___:**

5.4 **Acknowledgement of the General Provisions.**

Provider specifically acknowledges that Provider has read and understands the terms and conditions contained in the General Provisions and acknowledges that by executing this Provider Agreement, Provider shall be legally bound by all of the terms of this Contract, including, but not limited to, those set forth in the General Provisions.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound by all of the Contract Documents, have caused the Contract to be executed by their respective duly authorized officers as of the date in the heading of this Provider Agreement.

APPROVED AS TO FORM
SHELLEY R. SMITH, CITY SOLICITOR

THE CITY OF PHILADELPHIA
Through: The _____ Department

Per _____
[Insert Attorney's name]
[Insert Attorney's title]

By: _____

Title: _____

CORPORATE SEAL:

PROVIDER

By: _____
President or Vice-President

Attest: _____

Title: _____
(Ass't) Secretary or (Ass't) Treasurer

EXHIBIT PA-1
SERVICES AND MATERIALS TO BE PERFORMED BY PROVIDER

SCHEDULE

Provider shall complete the following work within the number of calendar days specified:

- (a) Schematic design work within ___ calendar days after receiving written direction to proceed from the Department.
- (b) Preliminary design work within ___ calendar days after receiving written approval of schematic design work from the Department.
- (c) Final Construction Documents within ___ calendar days after receiving written approval of preliminary design work from the Department.
- (d) Other work products and services within the number of calendar days as specified by the Department.

Appendix A-2 – Exhibit PA-3 Airport Requirements

EXHIBIT PA-3

AIRPORT REQUIREMENTS

PART 1. GENERAL REQUIREMENTS APPLICABLE TO ALL CITY OF PHILADELPHIA DIVISION OF AVIATION PROFESSIONAL SERVICES CONTRACTS

I. AIRPORT SECURITY PROGRAM AND SAFETY RESTRICTIONS.

A. In accordance with regulations issued by the U.S. Department of Transportation, Transportation Security Administration ("TSA"), and found at 49 Code of Federal Regulations ("CFR") Part 1542, airports are required to have TSA-approved security programs. These programs are designed to control access to certain areas of airports and to control the movement of people and vehicles within those areas. City has a TSA-approved security program for the Airport. Provider is required, at all times during the Term and any extension thereof, to be familiar with and to comply with City's security program for the Airport. Failure to comply with the City's TSA-approved security program shall be a material breach of this Agreement and, in addition to all other rights and remedies of the City hereunder, at law or in equity, City shall be entitled to terminate this Agreement without liability to City and, upon such termination, Provider 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.

B. In the use of the ramps, roads, streets, corridors, hallways, stairs and other common areas of the Airport as a means of ingress and egress to, from and about the Airport, and also in the use of portions of the Airport to which the general public is admitted, the Provider shall comply (and shall require its employees, invitees and others doing business with it to comply) with the ordinances, rules and regulations of the City which are now in effect or which may hereafter be in effect for the safe and efficient operation of the Airport. Provider and its employees shall not have any right hereunder to park vehicles at the Airport except in parking areas designated the Division of Aviation.

C. Provider shall furnish all personnel who are authorized access to restricted Airport areas with such identification, as the Airport security program requires. Upon execution of this Agreement, the Provider shall furnish the City with a list of the names and additional pertinent data of persons who are authorized access to restricted Airport areas and Provider shall update said list as appropriate.

II. GENERAL PROVISIONS

A. Provider will perform its duties and obligations without disturbing the quiet enjoyment of any other Airport tenant or user from the operation of its business.

B. Provider shall store and dispose of all trash and refuse, or cause its disposal, in accordance with all federal, state and local laws, ordinances and regulations and with other and Airport requirements.

C. City reserves the right to further develop or improve the Airport and terminal buildings as it may see fit, regardless of the desires or views of Provider and Provider shall not in any way interfere or hinder such developments or improvements.

D. In the event that the Federal Aviation Administration (“FAA”) or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, Provider agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be required to satisfy the FAA.

E. City shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond City's control which shall include, without limitation, all labor disputes, inability to obtain any material or services, civil commotion or Acts of God.

III. COMPLIANCE WITH LAWS, PAYMENT OF TAXES AND FINES

A. Provider shall promptly observe and comply with the provisions of any and all present and future federal, state and local laws, ordinances, rules, regulations, requirements, orders and directions that may pertain or apply to Provider or its operations hereunder. Further, Provider shall comply with all applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, including, but not limited to the FAA or other agencies having jurisdiction over, or providing funding to, the City and the Airport.

B. Provider shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder or on any gross receipts or income therefrom, or on any amounts payable hereunder, including without limitation, sales taxes, and shall make all applications, reports and returns required in connection therewith.

C. Provider shall immediately pay any and all fines that may be imposed by any governmental agency or department whether imposed upon the Provider directly or upon City, resulting from acts or omissions of Provider, its officers, employees, agents, contractors, suppliers and furnisher of services in connection with performance of Provider’s duties and obligations under this Agreement.

D. Federal and State Requirements

1. The City may be reimbursed by the U.S. Department of Transportation, through the FAA, Pennsylvania Department of Transportation and/or other funding agencies for a portion of costs incurred hereunder, which agencies shall be granted full

cooperation in any audit or other determination concerning their respective participation in the reimbursement of Provider's costs.

2. When appropriate, and to the extent applicable, Provider must comply with any and all requirements imposed upon the City as a condition of the receipt and use of state funds.

3. When appropriate, and to the extent applicable, Provider must comply with any and all requirements imposed upon the City as a condition of the receipt and use of federal funds.

IV. FEDERAL AVIATION ACT

This Agreement, and all provisions hereof, are subject and subordinate to the provisions of any agreement, instrument or document heretofore or hereafter made between the City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, including without limitation the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958 (49 U.S.C. § 40101 *et seq.*), as it has been amended from time to time or any future act affecting the operation or maintenance of the Airport. This Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of any such agreement, instrument or document between the City and the United States Government.

V. NON-EXCLUSIVITY

Provider covenants and agrees that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act (49 U.S.C. § 40103), as amended, or under any other sections of the Federal Aviation Act, Federal Aviation Regulations, or any other applicable law and regulations.

VI. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania and Philadelphia energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

PART 2: CONTRACT PROVISIONS REQUIRED BY FEDERAL LAW TO BE INCLUDED IN PROFESSIONAL SERVICES CONTRACTS

SUBPART A: PROVISIONS APPLICABLE TO ALL CONTRACTS

I. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION

OF AVIATION, AND MUST BE INCLUDED BY THE PROVIDER IN EVERY SUBCONTRACT:

GENERAL CIVIL RIGHTS PROVISIONS

1. The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to any provisions required by Title VI of the Civil Rights Act of 1964.

SUBPART B: PROVISIONS APPLICABLE TO CONTRACTS FOR WHICH THE CITY WILL USE ANY FEDERAL FUNDING (SEE BELOW FOR DETERMINATION), SOME APPLICABLE ONLY TO CONTRACTS IN EXCESS OF CERTAIN AMOUNTS, AS SPECIFIED

II. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION, AND THE PROVIDER SHALL COMPLY WITH THESE PROVISIONS AND SHALL INCLUDE THEM IN EVERY SUBCONTRACT, IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK, DETERMINED AS FOLLOWS: (1) IF THE CONTRACT WORK INVOLVES AIRPORT SECURITY AND/OR A BAGGAGE HANDLING SYSTEM AND/OR INFRASTRUCTURE FOR EITHER, THE PROVIDER MUST ASK THE CITY'S PROJECT MANAGER WHETHER OR NOT THE CITY WILL USE ANY TSA FUNDING TO PAY FOR THE CONTRACT WORK, AND USE THESE PROVISIONS IF THE RESPONSE IS AFFIRMATIVE; AND (2) IF THIS PROVIDER AGREEMENT'S AFFIRMATIVE ACTION PROVISIONS (GENERALLY IN EXHIBIT PA-2) CONCERN "DISADVANTAGED BUSINESS ENTERPRISES" AND 49 CFR PART 26 (INSTEAD OF "MINORITY/WOMAN/DISABLED-OWNED BUSINESSES" AND CITY EXECUTIVE ORDER 3-12), THEN THE PROVIDER SHALL CONCLUDE THAT THE CITY WILL USE GRANT FUNDING FROM THE U.S. DEPARTMENT OF TRANSPORTATION (FAA), AND SHALL USE THESE PROVISIONS:

(A) PROVISIONS REQUIRED TO COMPLY WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities** set forth below (the statutes and regulations listed therein being the “Acts” and the “Regulations,” respectively), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Philadelphia Division of Aviation or the FAA or the TSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the non-discrimination provisions of this contract, the City of Philadelphia Division of Aviation will impose such contract sanctions as it or the FAA or the TSA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six, and the Title VI List of Pertinent Nondiscrimination Authorities set forth below, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the City of Philadelphia Division of Aviation or the FAA or the TSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the City of Philadelphia Division of Aviation to enter into any litigation to protect the interests of the City of Philadelphia Division of Aviation. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(B) ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the City of Philadelphia Division of Aviation, the FAA, the TSA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

(C) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This contract and every subcontract shall incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or

disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

(D) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The contractor, by having submitted its proposal for the work to be performed under this contract, has certified and hereby confirms its certification that, to the best of his or her knowledge and belief:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(E) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This contract and every subcontract shall incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

(F) RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA, the TSA and the City of Philadelphia Division of Aviation.

(G) TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written

notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

III. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION AND MUST BE INCLUDED BY THE PROVIDER IN EVERY SUBCONTRACT IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK (SEE THE HEADING FOR PART 2, SECTION II ABOVE) AND IF THE CONTRACT OR SUBCONTRACT IS FOR MORE THAN \$10,000:

TERMINATION OF CONTRACT

a. The City of Philadelphia Division of Aviation may, by written notice, terminate this contract in whole or in part at any time, either for the City of Philadelphia Division of Aviation's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City of Philadelphia Division of Aviation.

b. If the termination is for the convenience of the City of Philadelphia Division of Aviation, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the City of Philadelphia Division of Aviation may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the City of Philadelphia Division of Aviation for any additional cost occasioned to the City of Philadelphia Division of Aviation thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the City of Philadelphia Division of Aviation. In such event, adjustment in the contract price will be made as provided in paragraph b of this clause.

e. The rights and remedies of the City of Philadelphia Division of Aviation provided in this clause are in addition to any other rights and remedies provided by law or under the General Provisions or any other provisions of this contract.

IV. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION AND MUST BE INCLUDED BY THE PROVIDER IN EVERY SUBCONTRACT IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK (SEE THE HEADING FOR PART 2, SECTION II ABOVE) AND IF THE CONTRACT OR SUBCONTRACT IS FOR MORE THAN \$25,000:

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (CONTRACTOR)

By submitting a bid/proposal for the work to be performed under this contract, the contractor certified and hereby confirms that at the time the bidder or offeror submitted its proposal that neither it nor its principals was debarred or suspended by any Federal department or agency from participation in this transaction. The contractor hereby certifies that at the time it executes this contract neither it nor its principals is presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA or the TSA or any other Federal agency providing funding later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA or the TSA or any other Federal agency providing funding may pursue any available remedy, including suspension and debarment.

V. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION AND MUST BE INCLUDED BY THE PROVIDER IN EVERY SUBCONTRACT IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK (SEE THE HEADING FOR PART 2, SECTION II ABOVE) AND IF THE CONTRACT OR SUBCONTRACT IS FOR MORE THAN \$100,000:

(A) BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed under the General Provisions or any other provisions of this contract or otherwise available by law.

(B) CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

(C) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The FAA, the TSA or the City of Philadelphia Division of Aviation shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

SUBPART C: PROVISIONS APPLICABLE TO CONTRACTS FOR WHICH THE CITY WILL USE ANY U.S. DEPARTMENT OF TRANSPORTATION FUNDING (SEE BELOW FOR DETERMINATION)

VI. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION IF THE CITY WILL USE ANY U.S. DEPARTMENT OF TRANSPORTATION (US DOT) GRANT FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK, DETERMINED AS FOLLOWS: IF THIS PROVIDER AGREEMENT'S AFFIRMATIVE ACTION PROVISIONS (GENERALLY IN EXHIBIT PA-2) CONCERN "DISADVANTAGED BUSINESS ENTERPRISES" AND 49 CFR PART 26 (INSTEAD OF "MINORITY/WOMAN/DISABLED-OWNED BUSINESSES" AND CITY EXECUTIVE ORDER 3-12), THEN THE PROVIDER SHALL CONCLUDE THAT THE CITY WILL USE US DOT GRANT FUNDING, AND SHALL COMPLY WITH THESE PROVISIONS AND INCLUDE THEM IN EVERY SUBCONTRACT:

(A) DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US Department of Transportation- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the City of Philadelphia Division of Aviation. The prime contractor agrees further to return retainage payments to each subcontractor within five (5) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Philadelphia Division of Aviation. This clause applies to both DBE and non-DBE subcontractors.

(B) BUY AMERICAN CERTIFICATION

NOTE: The following provisions apply to professional services agreements (1) if the professional services agreement includes any manufactured product as a deliverable, and (2) as a guideline to be followed in the development of design specifications.

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or

- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - 4. To furnish US domestic product for any waiver request that the FAA rejects.
 - 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

(C) TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

(D) VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

Appendix B – Subcontracting and Antidiscrimination Policy

CITY OF PHILADELPHIA OFFICE OF ECONOMIC OPPORTUNITY

ANTIDISCRIMINATION POLICY - MINORITY, WOMAN AND DISABLED OWNED BUSINESS
ENTERPRISES

SPECIAL CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS

APPENDIX ___
CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS
ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS

On Call Environmental Sampling & Testing
[Revision DATE: 01.04.21]

Under the authority of Executive Order No. 01-21, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 01-21 is administered by the City’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, “NOCO”).¹

The Office of Economic Opportunity has approved the following projected ranges of participation for this NOCO which serve as a guide in determining each Applicant’s responsibility:

MBE 10 _____% - _____ 15 _____%
AND/OR
WBE 10 _____% - _____ 15 _____%

These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, “M/W/DSBE”) participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses and through Applicant’s exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/W/DSBEs. These ranges are derived from an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

Applicant hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by Applicant is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Applicant also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this NOCO, Applicant fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women’s business enterprises.

¹ The term “Notice of Contracting Opportunity,” shortened to the acronym “NOCO,” refers to the City’s contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency² and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No Applicant that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the NOCO) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the services of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a proposal by proposal basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime Applicant is required, like all other Applicants, to submit a proposal that is responsive to the Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (e.g., MBE range or WBE range or DSBE range). In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/W/DSBE Subcontractors must perform at least twenty percent (20%) of the total amount of work to be performed under the Subcontract with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, Applicants are required to list a detailed description of the services or supply effort, the dollar amount of the

² Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO.

quotation, and percentage of the contract the participation represents. In calculating the percentage amount, Applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from Applicants in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A proposal responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Applicant on the contract, if awarded; where the proposal satisfies the M/W/DSBE participation ranges for that contract, the Applicant is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Applicants must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to each of the participation ranges included in this NOCO. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow Applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Applicants should only make actual solicitations of M/W/DSBEs whose services or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The Applicant's listing of a commitment with an M/W/DSBE constitutes a representation that the Applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City ("Contract Commitment").

- If the Applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the Applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Applicant does not fully meet each of the range(s) for participation established for this NOCO, Applicant must demonstrate that it nonetheless exercised all Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges. Applicant, through the submission of documentary evidence must show that Applicant took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive; the City, at its sole discretion, may allow Applicants to submit or amend their submission at any time prior to award which may result in revision to Applicant's participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Applicant.
- Any additional evidence pertinent to Applicant's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that Applicant has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Applicant's efforts to achieve participation within the ranges, Applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).

The Applicant's documentary evidence will be reviewed by the OEO to determine whether Applicant exercised Best and Good Faith Efforts in response to the participation ranges. Applicant's expressed desire to self-perform services with its own employees will not excuse Applicant from exercising Best and Good Faith Efforts to include M/W/DSBEs in its proposal. OEO's review will include consideration of the following:

- Applicant's contracting activities and business practices on similar public and private sector contracts. For example, if Applicant rejects any M/W/DSBE based on price, Applicant must fully document its reasons for the rejection and also demonstrate that Applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by Applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether Applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the Applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether Applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether Applicant employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the Applicant's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the proposal is determined nonresponsive by the OEO, the Applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful Applicant is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. Unless otherwise specified in the M/W/DSBE Subcontract, the successful Applicant shall, within five (5) business days after receipt of a payment from the City for services performed under the contract, deliver to its M/W/DSBE participants, their proportionate share of such payment for services performed (including the supply of materials). In connection with the payment of its M/W/DSBE participants, the successful Applicant agrees to fully comply with the City's payment reporting process which includes the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE participant identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE

participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to Executive Order 01-21 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the Applicant has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the Applicant including debarment of the Applicant from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Applicant's place of business and/or job site and obtain documents and information from any Applicant, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain Applicant's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The successful Applicant shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment from the City. These records shall be made available for inspection by the OEO and/or other appropriate City officials including the City's Office of the Inspector General. The successful Applicant agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful Applicant's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful Applicant's compliance with the requirements of Executive Order 01-21 is material to the contract. In the event the City determines that the successful Applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful Applicant from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
- Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful Applicant's failure to comply with the Contract Commitment.

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this NOCO nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)										
Bid Number or Proposal Title:			Name of Bidder/Proposer:				Bid/RFP Opening Date:			
On Call Environmental Sampling & Testing										
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.										
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-		Work or Supply Effort to be Performed			Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name					By Phone	By Mail	Yes (If Yes, give date)	NO		
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number Fax Number					YES²	NO	Dollar Amount			
Email Address							\$			
OEO REGISTRY #	CERTIFYING AGENCY						Percent of Total Bid/RFP			
							%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-		Work or Supply Effort to be Performed			Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name					By Phone	By Mail	Yes (If Yes, give date)	NO		
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number Fax Number					YES²	NO	Dollar Amount			
Email Address							\$			
OEO REGISTRY #	CERTIFYING AGENCY						Percent of Total Bid/RFP			
							%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-		Work or Supply Effort to be Performed			Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name					By Phone	By Mail	Yes (If Yes, give date)	NO		
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number Fax Number					YES²	NO	Dollar Amount			
Email Address							\$			
OEO REGISTRY #	CERTIFYING AGENCY						Percent of Total Bid/RFP			
							%			

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.

2. Attach all quotations to this form.

APPENDIX C
Executive Order 03-12
Instructions for Nonprofit Applicants

In response to the objectives of Executive Order 03-12, nonprofit applicants are required to submit the following information to the Office of Economic Opportunity (OEO):

- 1 Identification of the race, gender, disability status, and ethnic composition of the nonprofit's workforce; and
- 2 Identification of the race, gender, disability status, and ethnic composition of the nonprofit's board of directors or trustees; and

The nonprofit's policy statement explaining its efforts to maintain a diverse workforce, a diverse board of directors and operate a fair and effective supplier diversity program; and

- 4 Identification of the nonprofit's five highest dollar value M/W/DSBE suppliers of products and services.

Please use the attached form to submit this information, attaching additional pages as needed. This information should be submitted with the applicant's proposal, but the City, at its sole discretion, may allow applicants to submit or amend this form at any time prior to award.

**City of Philadelphia - Office of Economic Opportunity
Diversity Report of Nonprofit Organizations**

1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE									
Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/disability:					#	%		%	%
							Males		
							Females		
African American									
Asian/Pacific Islander									
Caucasian									
Disabled									
Hispanic									
Native American									
Other									
Total Number of Employees									
2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION									
Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:					#	%		#	%
							Males		
							Females		
African American									
Asian/Pacific Islander									
Caucasian									
Disabled									
Hispanic									
Native American									
Other									
Total Number of Directors or Trustees									
3 SUPPLIER DIVERSITY									
Please check the appropriate box to indicate if you have a supplier diversity policy. If "no," please explain on your letterhead.							Yes	No	
If you maintain a supplier diversity policy, please attach a copy of your supplier diversity policy.									
Please identify below, your agency's five (5) highest minority, woman, and/or disabled owned business suppliers of products or services, indicating your estimated annual expenditure(s) with the firm:									
	Company Name	Company Address	Company Telephone	Minority	Woman	Disabled	Annual Expenditures		
1									
2									
3									
4									
5									
Signature:		Date:		Non-Profit Name					

Appendix C - City of Philadelphia Tax and Regulatory Status and Clearance Statement

CITY OF PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name		
Contact Name and Title		
Street Address		
City, State, Zip Code		
Phone Number		
Federal Employer Identification Number or Social Security Number:		
Philadelphia Business Income and Receipts Tax Account Number (if none, state “none”)		
Commercial Activity License Number (if none, state “none”)		

___ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become 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, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in the Philadelphia Code.

___ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

Authorized Signature

Date

Print Name and Title

Appendix D

INSURANCE REQUIREMENTS

Insurance. Unless otherwise approved by the City's Risk Management Division in writing, the successful respondent (hereinafter "Provider") shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability, Automobile and Umbrella Liability Insurance policies. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

The City of Philadelphia, Office of Director of Finance, Division of Risk Management, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102-1479 must be listed as the Certificate Holder.

(a) Workers' Compensation and Employers' Liability.

- 1) Workers' Compensation: Statutory Limits
- 2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- 3) Other states' insurance including Pennsylvania.

(b) General Liability Insurance.

- 1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury;

\$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.

- 2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability Insurance.

- 1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- 2) Such requirement shall be \$5,000,000 per occurrence for vehicles with access to the airfield.
- 3) Coverage: Owned, non-owned, and hired vehicles.

(d) Umbrella Liability Insurance.

Limit of Liability totaling \$10,000,000 per occurrence when combined with insurance required under (a), (b) and (c) above.

(e) Professional Liability Insurance.

- 1) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.
- 2) Coverage: Errors and omissions including liability assumed under Contract.
- 3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

(f) Contractors Pollution Liability

Provider shall maintain insurance covering losses caused by Pollution Conditions that arise from the operations described under the scope of services of this Contract.

- (a) Per Claim/Aggregate Limit: \$1,000,000/\$2,000,000
- (b) Coverage: Must include sudden, accidental and gradual occurrences as well as coverage for receiving, dispensing, transporting, removing, handling or storing aviation fuels or any other pollutants, and the Provider warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this contract and that continuous coverage will be maintained for a period of at least four (2) years after final payment to provide two (2) years of completed operations coverage and an additional two (2) years to report claims that are made.

Self-Insurance. Provider may not self-insure any of the coverages required under the Contract without the prior written approval of the Responsible Official and the City's Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City's Risk Management Division, prior to Provider's commencement of Services or delivery of any Material hereunder, a certified copy of Provider's most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the Responsible Official or the City's Risk Manager. In the event the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of the Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Contract by Provider to the City, or to limit Provider's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The certificate of insurance and evidence of self-insurance must be submitted to the City's Risk Manager at the following address:

City of Philadelphia
Finance Department
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1718).

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10)

day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.

Appendix E

Standard Form 330 Architect-Engineer Qualifications (posted on Econtract Philly as a separate document)