



Cherelle L. Parker, Mayor

Tracy Borda, Interim Chief Executive Officer, Philadelphia International Airport
The City of Philadelphia

WORK SUMMARY:

The City of Philadelphia, through the Department of Aviation, is seeking a qualified firm to provide day-to-day execution and implementation of paid and organic social media activities in support of Philadelphia International Airport's communications objectives. The Applicant will work closely with the communications team at Philadelphia International Airport (PHL) to execute approved campaigns, publish content, manage paid media, develop creative assets, and provide performance reporting across the organization's five social media channels.

PROPOSED COMPENSATION:

The contract will be awarded on a not-to-exceed basis of \$225,000.

RFP ISSUE DATE:

8/27/26

RESPONSE DEADLINE:

No later than 5 pm Philadelphia Time on September 17, 2026 **A complete proposal must be submitted by this time to be considered. Proposals in-process are incomplete.**

PRE-PROPOSAL MEETING:

Not Applicable

OFFICIAL RFP CONTACT:

Shannon Clark
Procurement Specialist 2
Shannon.clark@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/>



REQUEST FOR PROPOSALS FOR ***SOCIAL MEDIA AGENCY SERVICES***

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1. INTRODUCTION

1.1 Values

The City of Philadelphia is committed to ensuring all businesses have access to contracting opportunities with the City and seeks to promote the economic development of small and local businesses.

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.
- ✓ 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.

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

[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**](mailto: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

The City of Philadelphia, through the Department of Aviation, seeks to engage a qualified firm to provide on call marketing and graphic design services in support of Philadelphia International Airport's (PHL) strategic, operational, and revenue-generating objectives. The selected Applicant will serve as a long-term partner with the demonstrated capacity, expertise, and operational efficiency to deliver advertising strategy, media planning and buying, creative design, content creation, influencer engagement, and interactive support at scale.

PHL operates in a complex, high-visibility environment requiring consistent, timely, and high-quality communications across a wide range of audiences and channels. As the airport prepares for significant growth and global attention driven by major national and international events, PHL requires an agency partner with proven experience supporting large, public-facing organizations through integrated, data-informed marketing solutions.

This opportunity seeks proposers that can demonstrate superior strategic thinking, creative excellence, media expertise, and performance measurement capabilities. The proposer is expected to operate as an extension of the PHL marketing team—bringing operational rigor, innovation, and accountability while delivering measurable outcomes aligned to the City's goals.

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 Chief Strategy Officer (CSO), or her 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 2024 by Airports Council International – North America, PHL was ranked the twenty-first busiest airport in the United States, serving 30.9 million passengers; twenty-fifth busiest in the nation for aircraft operations; and twentieth busiest in the nation for cargo tonnage. The Airport serves residents and visitors from a broad geographic area that includes eleven counties within four states: Pennsylvania, New Jersey, Delaware, and Maryland. The Airport System consists of the following:

Philadelphia International Airport

PHL has approximately 2,598 acres located partly in the southwestern section of the City and partly in the eastern section of Delaware County, about 7.2 miles from Center City Philadelphia. The Airport's runway system consists of parallel Runways 9L-27R and 9R-27L, crosswind Runway 17-35,



commuter Runway 8-26, and interconnecting taxiways. PHL's terminal facilities consist of seven terminal units totaling approximately 3.3 million square feet and include ticketing areas, passenger and baggage screening areas, passenger hold rooms and other amenities, baggage claim areas, a variety of food, retail and service establishments, and other support areas. Outside of the PHL terminal area, PHL also has the following: six active cargo facilities; various support buildings; training areas; an air traffic control tower; a fixed-base operator; corporate hangars; a fueling supply facility; two American Airlines aircraft maintenance hangars; a first-class office complex; a 14-story hotel; seven rental car facilities; a cell-phone lot; employee parking lots; and five public parking garages.

Northeast Philadelphia Airport

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

Problem Statement

Philadelphia International Airport relies on its five social media channels as a primary way to inform travelers, engage the regional community, and protect and grow its public reputation. As the volume and complexity of both organic content and paid social advertising have grown, the internal Communications and Strategy Team's capacity has become stretched thin across content creation, paid campaign execution, creative production, and performance reporting. The team is responsible for setting strategic direction and messaging, but day-to-day execution – formatting content, publishing on schedule, managing paid campaigns, producing creative assets, and monitoring performance – increasingly competes for the same limited internal resources.

This strain creates a gap between the airport's communications ambitions and its ability to consistently execute against them. Content publishing can become reactive rather than proactively planned. Paid campaigns may launch or adjust more slowly than performance data warrants. Creative production may lag behind the pace needed to keep pace across platforms and formats. And without a consistent, live view into performance, the Strategy Team's ability to make fast, informed decisions about where to invest attention and budget is limited.

Meanwhile, the traveling public, the regional community, and airport stakeholders expect a social media presence that feels responsive, current, and trustworthy – one that delivers timely information during routine operations as well as during time-sensitive or crisis situations. Closing the gap between internal capacity and execution demands requires a dedicated partner who can handle the operational work of publishing, paid media management, creative production, and reporting, freeing the internal team to focus on strategy, messaging, and stakeholder coordination.

2.3 RFP Schedule

RFP Posted	August 27, 2026
Pre-Proposal Meeting	Not Applicable
Applicant Questions Due	Applicants must submit questions regarding this opportunity by September 3, 2026 at 5pm Philadelphia time. All questions must be submitted via email to Shannon.clark@phl.org
Answers Posted on <u>eContract Philly</u>	September 10, 2026, <i>5pm Philadelphia time</i>
Proposals Due	September 17, 2026, <i>5pm Philadelphia time</i>
Applicant Interviews, Presentations (City Discretion)	October 1-5, 2026, <i>virtual</i>
Applicant Selection	November 1, 2026
Contract Execution	December 1, 2026
Commencement of Work	January 1, 2027

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

The selected Applicant will be expected to achieve outcomes that demonstrate value, effectiveness, and alignment with City priorities, including:

1. Improved brand consistency and recognition across all marketing channels and passenger touchpoints.
2. Increased engagement and reach among key traveler and stakeholder audiences, supported by measurable performance metrics.

3. More efficient and effective use of marketing resources, including optimized media planning and buying strategies.
4. High-quality creative and content delivery that supports both day-to-day communications and large-scale campaigns.
5. Clear performance measurement and reporting, enabling data-informed decision-making and continuous improvement.

2.5 Award Terms

Term	The initial term of the contract is expected to begin on or about January 1, 2027 , and end on or about December 31, 2027 . 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	The contract will state maximum compensation, inclusive of all expenses, not to exceed \$225,000
Cost Proposal Type	Monthly Retainer
Terms of Payment	Successful Applicant shall submit monthly invoices

3. SCOPE OF WORK

The Scope of Work outlines the services, deliverables, and performance expectations associated with this engagement. The selected Applicant will serve as a strategic and operational partner to the City of Philadelphia, Department of Aviation, providing integrated marketing, advertising, media, creative, content, and digital support for Philadelphia International Airport (PHL).

The Scope of Work is designed to:

- Support the outcomes identified in Section 2.4;
- Encourage innovation and cost-effective approaches;
- Promote collaboration between The Department of Aviation and the selected Applicant;
- Clearly define responsibilities and deliverables; and
- Establish realistic expectations aligned with the contract term and budget.

The Applicant's proposed scope of work, once negotiated and finalized, may be incorporated into the executed contract as the basis for performance and payment.

3.1 Description of Services

Service Requirements

The Applicant must demonstrate the ability to:

- Manage multiple campaigns simultaneously;
- Meet defined timelines and turnaround expectations;
- Maintain consistent quality and brand alignment;
- Collaborate effectively with City staff; and
- Adapt services in response to evolving priorities.

A high-level performance schedule, including key milestones and deliverable timelines, should be included in the Applicant's proposal.

The Department of Aviation reserves the right to adjust service requirements or deliverables based on changing needs, budget considerations, or operational conditions.

General Requirements

Paid and Organic Social Media Support and Implementation

The selected Applicant will provide day-to-day execution and implementation of paid and organic social media activities in support of Philadelphia International Airport's communications objectives. The Applicant will work closely with the communications team at Philadelphia International Airport to execute approved campaigns, publish content, manage paid media, develop creative assets, and provide performance reporting across the organization's five social media channels.

Scope of Services

Organic Social Media Support

- Create and format social media content based on messaging and creative direction provided by the Philadelphia International Airport's Strategy Team.
 - Adapt approved content for platform-specific requirements and best practices.
 - Schedule and publish content across the organization's five social media channels.
 - Maintain the approved editorial calendar and publishing schedule.
 - Ensure content adheres to brand standards, accessibility requirements, and platform
- Coordinate publishing schedules with organizational campaigns, announcements, events, and initiatives.

Paid Social Media Implementation

- Execute paid social media campaigns based on the Philadelphia International Airport's communications objectives and approved media plans.
- Configure audience targeting, campaign settings, budgets, placements, and flight dates.
- Develop platform-specific paid advertising assets using approved messaging and creative direction.
- Monitor active campaigns and make routine optimizations to improve performance.

- Conduct creative and audience testing, as appropriate.
- Coordinate campaign launches, updates, and completion.

Creative Asset Production

- Design and produce digital assets for paid and organic social media, including:
 - Static graphics
 - Motion graphics
 - Short-form video
 - Social media carousels
 - Stories and vertical formats
 - Platform-specific display assets
- Resize and adapt creative for multiple platforms and placements.
- Revise creative based on stakeholder feedback.

Content Scheduling and Publishing

- Maintain publishing schedules across all social media platforms.
- Coordinate posting schedules with Philadelphia International Airport's Strategy Team.
- Ensure timely publishing of routine and time-sensitive content.
- Implement approved updates, revisions, or content changes as needed.

Paid Media Monitoring

- Monitor campaign delivery and pacing.
- Adjust budgets, targeting, placements, and creative based on performance and the Philadelphia International Airport Strategy Team's direction.
- Identify and resolve delivery issues.
- Coordinate with platform representatives, when necessary, to troubleshoot campaign performance.

Paid Media Testing and Optimization

- Conduct ongoing A/B testing of paid social media creative, messaging, and audience targeting, as appropriate.
- Monitor test performance and implement routine optimizations to improve campaign effectiveness.
- Document testing results and include key findings and recommendations in regular performance reports.

Community Engagement and Monitoring

- Monitor activity across Philadelphia International Airport's designated social media channels during agreed-upon business hours.
- Identify and escalate comments, messages, or emerging issues to Philadelphia International Airport's Strategy Team in accordance with established response protocols.
- Flag potential reputational concerns, misinformation, or other issues requiring the Philadelphia International Airport Communications and Strategy Team review.



- Provide social media support during crisis communications or other time-sensitive communications by publishing approved messaging and monitoring audience activity as directed by Philadelphia International Airport's Strategy Team.

Onsite Content Support

The contractor shall provide onsite visual content support, as requested by Philadelphia International Airport, including:

- Photography of organizational events, facilities, programs, and initiatives.
- Videography to support social media, digital advertising, and other communications efforts.
- Capture of short-form video content optimized for social media platforms.
- Coordination with the Communications team to ensure visual content aligns with approved communications objectives.
- Delivery of edited digital assets in formats suitable for organic and paid social media use.

Reporting and Analytics

- Develop and maintain a live reporting dashboard displaying campaign performance and key performance indicators.
- Track paid and organic performance metrics, including reach, impressions, engagement, clicks, video views, audience growth, and conversions, where applicable.
- Provide weekly performance summaries highlighting campaign status, delivery, and optimization activities.
- Deliver monthly reports summarizing overall performance and return on investment.

Coordination and Support

- Work in close coordination with Philadelphia International Airport's Strategy Team to support approved communications plans and campaigns.
- Participate in recurring status meetings.
- Respond to implementation requests within agreed-upon service levels.
- Provide execution support for planned initiatives, special events, announcements, and time-sensitive communications.

Deliverables

The selected Applicant shall provide:

- Social media content production for paid and organic campaigns
- Platform-specific creative asset development
- Content scheduling and publishing across five social media channels
- Paid social campaign setup, deployment, and optimization
- Digital advertising asset production
- Campaign monitoring and implementation support
- Live performance dashboard
- Weekly performance reports
- Monthly analytics and ROI reports



- Ongoing coordination with the communications team to support execution of approved communications initiatives

City of Philadelphia Responsibilities

The Department of Aviation, will:

- Provide strategic direction, approvals, and priorities.
- Supply existing brand guidelines, historical performance data, and internal insights.
- Coordinate internal stakeholder access where appropriate.
- Review and approve deliverables in a timely manner.

General Requirements

A. Hours and Location of Work

Hours and location of work will depend heavily on the project at hand in addition to the time required to complete it.

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.

Organization and Personnel Requirements

The successful Applicant(s) shall employ on its staff permanent, experienced professionals to manage the work of this contract, who specialize in airports is preferred but not required. Subcontractors may be used for a portion of the work; however, the successful Applicant(s) must demonstrate the technical leadership and overall responsibility for each assignment. It is possible that the successful Applicant(s)' personnel may be required to work alternative shifts and/or weekends depending upon the requirements of Aviation.

Staffing Plan:



The proposal must include an Organizational Chart for the proposed team, identifying key team members and defining where work will be performed. The proposal must identify all personnel who will perform work on the project by job title, skill set, and experience level. Resumes of all personnel so identified should be included in the Applicant's proposal including titles and description of each person's duties. The list will also include specific owners and officers and/or partners authorized to bind the company to the provisions of the proposal.

PHL expects the following concerning the successful Applicant's organizational structure and personnel:

Personnel shall be of high professional, personal and ethical integrity. They must avoid conflicts of interest and prevent the compromise of security standards. The reputation and caliber of the personnel and their unbiased interaction with tenants and the traveling public on behalf of the Airport is of the utmost importance. Personnel will be required to display in full view a specific identification badge to be issued by the Airport. Background checks of personnel will be required to the extent necessary to assure that unescorted access to controlled areas of PHL do not compromise security. Security will be maintained in accordance with TSA Regulations under the provisions of 49 CFR Part 1542. Personnel may be required to work nights, weekends, or overtime on certain projects as the nature of the project work dictates, or as directed. Accordingly, the successful Applicant(s) must be familiar with typical airport operations and with applicable FAA codes and standards and City codes with respect to Airport projects.

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 Department of Aviation will conduct regular check-ins to review performance, flag challenges, and adjust strategy as needed. The Applicant must participate in:

- Monthly performance reviews;
- Quarterly planning and optimization sessions; and
- Annual performance evaluations.

The City reserves the right to reject deliverables that do not meet agreed-upon standards or contractual requirements.

How We Will Pay the Selected Applicant



Applicants must state hourly rates for all personnel, identified by education level, skill set, experience level, and job title, who will perform work under any contract resulting from this RFP. For each task necessary to perform a service, deliver a tangible work product, or, if included in this RFP, accomplish a milestone identified in this RFP and/or the Applicant's proposed scope of work, the Applicant must state an estimate of the number of hours required to complete that task for each hourly rate that applies to each level of personnel identified to perform that task. 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



City of Philadelphia

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?

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. Include a proposed budget or cost proposal, and a schedule for when the services and materials will be provided.

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.

6. References (Tell us who can vouch for similar work you have completed).

Provide at least three references, preferably for projects that are similar to the work sought by this RFP. Include the company/entity, a contact person's name, the contact person's title, their address, their email address, and telephone number. The more similar the reference is to the City the better, such as other local government entities.

7. 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
- Percentage of total work allocated to each firm

8. 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.

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

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

10. 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.

11. 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:

- Applicant's most recent audited or unaudited financial statements, including:
 - Balance Sheet,
 - Income Statement, or
 - Cashflow Statement;
- Most recent IRF Form 990 (for non-profit organizations only); or,
- Any other documentation that demonstrates your financial capacity to meet the requirements of this RFP.



12. 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 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.

13. 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 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
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
 - Documented prior experience in performing project(s) of similar size and scope to the work sought by the RFP
 - Proposed project plan/strategy/solution for meeting department requirements
 - Innovativeness of solution
 - Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results
 - Proven track record of driving revenue and meeting goals through innovative solutions
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, local, or small businesses
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 B](#) 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 21st 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 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.

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.



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.

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.



Appendix A – General Provisions

THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT GENERAL PROVISIONS
FOR GENERAL CONSULTANT SERVICES
AND AIRPORT REQUIREMENTS

Exhibit PA-2

AIRPORT REQUIREMENTS

PART 1. GENERAL REQUIREMENTS APPLICABLE TO ALL CITY OF PHILADELPHIA DEPARTMENT 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 Department 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.

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 DEPARTMENT 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 DEPARTMENT 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 01-21), 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 Department 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 Department 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 Department 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 Department of Aviation to enter into any litigation to protect the interests of the City of

Philadelphia Department 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 Department 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 Department 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 DEPARTMENT 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 Department of Aviation may, by written notice, terminate this contract in whole or in part at any time, either for the City of Philadelphia Department 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 Department of Aviation.
- b. If the termination is for the convenience of the City of Philadelphia Department 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 Department 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 Department of Aviation for any additional cost occasioned to the City of Philadelphia Department 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 Department 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 Department 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 DEPARTMENT 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 DEPARTMENT 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 Department 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 DEPARTMENT 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 01-21), 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 Department 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 Department 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 than 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 - 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 C – Small and Local Business Requirements

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY**

**SMALL & LOCAL BUSINESS PLAN
Forms, Instructions and Special Contract Provisions
Social Media Services**

1. INTRODUCTION

Under the authority of Executive Order No. 06-25, the City of Philadelphia (the “City”) has established a Policy for the City of Philadelphia Small Business Program (the “SBE Policy”) relating to the participation of Small Business Enterprises (“SBE”) in City contracts. The Policy is administered by the Office of Economic Opportunity (“OEO”).

The City is committed to fostering economic opportunity for all and enabling all businesses to compete for City contracts without the impediments of discrimination. The goal of the SBE Policy is to ensure that all purchasing and contracting activities are conducted in a fair and equitable manner with increased emphasis on SBE outreach, solicitation and participation. This includes implementation of effective strategies to document and monitor prime contractors’ compliance with, and commitments to, sub-contract work with SBEs.

The City’s local businesses supply vital goods and services, offer important employment opportunities, and can help to build wealth and innovate commercial change. The City seeks to increase local economic impact by redirecting a greater share of City spending toward local businesses through the Local Business Entity Program (“LBE Program”), administered by the City’s Procurement Department. The LBE Program can generate substantial economic returns through increased local spending.

In furtherance of the goals of Executive Order No. 06-25 and the SBE Policy, this Small & Local Business Plan (“SLBP”) outlines the City’s requirements for the participation of small and local businesses on this particular Project.

Further clarification of OEO’s Small Business Program, along with assistance in completing forms, can be obtained by phone at (215) 683-2071 or by email at oeophila@phila.gov. More information on Procurement’s Local Business Program can be obtained by phone at (215) 686-5940 or by email at LBEcertification@phila.gov.

2. DEFINITIONS

- A. Availability.** The percentage of SBEs and LBEs that are ready, willing, and able to perform specific types of government contracts or procurements, compared to all businesses in the market that are capable of performing the same type of work.
- B. Best and Good Faith Efforts.** Efforts undertaken in good faith in furtherance of the participation goals required under this SLBP and which a reasonable person would perceive to be of a nature and scope likely to achieve such goals, regardless of whether the goals are in fact met.
- C. Certifying Agency.** A recognized certification agency that verifies a business meets specific size and revenue standards. Approved Certifying Agencies are identified on OEO’s website at [Certifying Agencies | Office of Economic Opportunity | City of Philadelphia](#).
- D. Commercially Acceptable Function.** A business or contractor performs a Commercially Acceptable Function when it is responsible for executing the work of a contract and is carrying out its responsibilities by directly performing, managing, and supervising the work involved. To perform a Commercially Acceptable Function the business or contractor must

perform a distinct element of the work required by, and commensurate with the dollar amount set forth for such work in, the contract or subcontract.

- E. **Contract.** The contract awarded by the City for the Project whether as a result of a competitive bid or request for proposals
- F. **Dominant in Its Field of Operation.** A company that holds significant control and influence over their specific industries or markets, allowing them to shape prices, set standards, and operate with minimal competitive pressure.
- G. **Local Business Entity (LBE).** A business that has been certified as a Local Business Entity, consistent with the City's requirements governing eligibility for such certification. More information about the LBE Program can be found on the City's webpage at [Procurement Department | Local Preference](#).
- H. **OEO Registry.** OEO maintains a registry of businesses that have been certified as SBE by a Certifying Agency. Information about OEO's Registry can be found on OEO's website at [OEO Registry | Office of Economic Opportunity | City of Philadelphia](#).
- I. **Participant.** Any SBE or LBE engaged to perform work on the Project either as a prime contractor or as a subcontractor.
- J. **Project.** The work to be completed under the Contract and as defined in **Appendix 1: Participation Range Memo**.
- K. **Respondent.** Any person or entity responding to a City contracting opportunity for the Project, whether by bid or proposal.
- L. **Small Business Enterprise (SBE).** Any for-profit, independently-owned business that is domiciled in the United States that is not Dominant in Its Field, employs one hundred (100) or fewer employees, and earns forty-seven million dollars (\$47,000,000) or less in average annual revenue over a three-year period. SBEs are subdivided into the following tiers according to revenue and employee number criteria, as may be updated from time to time at the sole discretion of the City:
 - 1. **"Micro-Small Business"** is an SBE with one million dollars (\$1,000,000) or less in average annual revenue over a three-year period and has ten (10) or fewer employees.
 - 2. **"Emerging Small Business"** is an SBE with more than one million dollars (\$1,000,000) but less than ten million dollars (\$10,000,000) in average annual revenue over a three-year period and has twenty-five (25) or fewer employees.
 - 3. **"Midsize Business"** is an SBE with more than ten million dollars (\$10,000,000) but less than twenty-three million five hundred thousand dollars (\$23,500,000) in average annual revenue over a three-year period with fifty (50) or fewer employees.
 - 4. **"Macro Business"** is an SBE with more than twenty-three million five hundred thousand dollars (\$23,500,000) but less than forty-seven million dollars (\$47,000,000) in average annual revenue over a three-year period with one hundred (100) or fewer full-time employees.

To account for differences in industry, the City will use the United States Small Business Administration's ("SBA") method of identifying SBEs for industries with high value, low volume products—such as wholesale/distribution/manufacturing firms, and heavy equipment or vehicle sales—by counting employees rather than revenue, to avoid disqualifying small firms that generate high revenue with minimal staff. This system ensures a fair and consistent method for determining SBE eligibility across industries.

The SBA regularly updates these standards to align with economic conditions, industry trends, inflation, and federal contracting needs. Businesses must identify the correct

NAICS code, confirm they meet the applicable size metric, and maintain documentation supporting ownership, control, receipts, and workforce levels.

- M. S/LBE.** An entity that qualifies as both a Small Business Enterprise and Local Business Entity.
- N. Submission.** A Respondent's response to the City contracting opportunity for the Project, whether by bid or proposal.
- O. Utilization.** The percentage of contract dollars awarded to SBEs or LBEs over a given reporting period.

3. SBE PARTICIPATION GOALS & REQUIREMENTS

A. SBE GOALS

OEO has calculated SBE participation goals based upon the Availability of SBEs for the scope of work identified for the Project, the total dollar value of the Project, and an assessment of past performance of similar work. The SBE participation goals for this Project are set forth in **Appendix 1: Participation Range Memo**. If OEO has not set participation ranges, then the Respondent is still required to exercise Best and Good Faith Efforts to include SBEs in its Submission.

These goals represent the level of participation that should be attained by SBEs from business opportunities existing in the available market through the exercise of Best and Good Faith Efforts and in the absence of discrimination in the solicitation.

B. SBE REQUIREMENTS

1. SBE Participant Credit

If Respondent is an SBE and will self-perform work on the Project, the SBE Respondent will be credited for the participation range for its certification category. Participation will be credited to SBE Participants only if the following conditions are met:

- a) SBE Participant is certified by a Certifying Agency at the time of contract award;
- b) SBE Participant is in the OEO Registry at the time of contract award; and
- c) SBE Participant performs a Commercially Acceptable Function.

2. SBE Joint Venture Partner Participation Credit

If an SBE is a partner in a joint venture created for purposes of performing work on the Project, that SBE partner will be credited for the participation ranges only to the extent of the SBE partner's ownership interest in the joint venture and only if the SBE partner meets the following criteria:

- a) SBE partner is certified by a Certifying Agency at the time of contract award;
- b) SBE partner is identified in the OEO Registry at the time of contract award;
- c) SBE partner derives a "substantial benefit" from the Contract;

- d) SBE partner is substantially involved in all phases of the Contract including planning, staffing, and daily management; and
- e) The business arrangement is 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.).

4. LBE PARTICIPATION GOALS & REQUIREMENTS

A. LBE GOALS

The City may calculate LBE or S/LBE participation goals based upon the Availability of LBEs for the scope of work identified for the Project, the total dollar value of the Project, and an assessment of past performance of similar work. If applicable, the LBE participation goals for this Project are set forth in **Appendix 1: Participation Range Memo**.

If the Project does not have participation goals for LBEs, note that the City may consider Respondent's intent to utilize LBEs when evaluating local impact criteria, if applicable. The City strongly encourages the use of LBEs at all tiers of the Project when feasible.

B. LBE REQUIREMENTS

If Respondent is an LBE and will self-perform work on the Project, the LBE Respondent will be credited for the participation range for its certification category. Participation will be credited to LBE Participants only if the following conditions are met:

- 1. LBE Participant is certified as an LBE by the Procurement Department at the time of contract award; and
- 2. LBE Participant performs a Commercially Acceptable Function.

5. SUBMISSION REQUIREMENTS

A. Responsiveness

- 1. Respondent's compliance with this SLBP, including the submission of any required forms and supporting documentation, is an element of responsiveness to the contract opportunity for the Project and failure to submit the required forms and documentation may result in rejection of Respondent's Submission.
- 2. To be deemed responsive, Respondent's Submission must contain documentary evidence of any Participants that have been solicited and will be used by Respondent on the Contract, if awarded. Documentary evidence must be submitted in accordance with the instructions outlined in this SLBP and in response to each of the participation ranges included in **Appendix 1**, as applicable.
- 3. After reviewing the Respondent's Submission and any other information OEO deems relevant to its evaluation, OEO will make a written determination as to Respondent's responsiveness that will be forwarded to the awarding City Department. If Respondent is determined non-responsive by OEO, Respondent will be notified and may file a written appeal with the Deputy Director of OEO within forty-eight (48) hours of the date of notification. The decision of the Deputy Director of OEO shall be final.

4. Respondent must verify that all forms, information, and documentation submitted to the City are true and correct and acknowledge that the submission of false information by Respondent 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.

B. Solicitation & Participation Form

1. Respondent must complete **Appendix 2: Solicitation & Participation Form** (“S&P Form”) to document all solicitations and commitments made by Respondent. A completed S&P Form must be included in Respondent’s Submission regardless of whether commitments resulted.
 - a) Respondent should only make actual solicitations of Participants whose services or materials are within the scope of the Project. Mass mailing of a general nature or similar methods to Participants will not be deemed as solicitation but rather will be treated as informational notification only.
 - b) A reasonable period of time should be given to all solicited Participants to ensure there is sufficient time to adequately prepare quotes/subproposals.
 - c) Respondent’s listing of a commitment with a Participant constitutes a representation that Respondent has made a legally binding commitment to contract with such Participant upon award of a Contract by the City (“Contract Commitment(s)”).
2. Failure to Submit S&P Form. Failure to submit a completed S&P Form may result in rejection of Respondent’s Submission as nonresponsive. The City, at its sole discretion, may allow Respondents to submit or amend Submissions at any time prior to award which may result in revision to Respondent’s participation commitments.
3. Joint Venture Eligibility Information Form. If Respondent has entered into a joint venture with a partner, Respondent must also submit the “Joint Venture Eligibility Information Form,” available by request from OEO, for the City’s review and approval of the joint venture arrangement.

C. Best and Good Faith Efforts

1. Respondents are required to use Best and Good Faith Efforts in the solicitation and recruitment of SBE or LBE Participants to work on the Project, even if OEO has not established participation ranges for the Project.
 - a. If Respondent does not fully meet each of the participation goals established for the Project, Respondent must demonstrate that it exercised Best and Good Faith Efforts to achieve the participation goals and submit a written request, on letterhead, for the reduction of part or all of the participation goals (“Request For Reduction/Waiver”).
 - b. If OEO has not established participation ranges for the Project, Respondent must demonstrate that it exercised Best and Good Faith Efforts to solicit and recruit SBEs and/or LBEs for the Project.

2. Respondent's documentary evidence must show that Respondent took all necessary steps and made reasonable efforts to achieve the participation goals or to include SBEs and/or LBEs in the Project, even if these efforts were not fully successful.
3. Failure to provide such documentary evidence may result in rejection of the Submission as nonresponsive. The City, at its sole discretion, may allow Respondent to submit or amend its Submission at any time prior to award which may result in revision to Respondent's participation commitments.
4. OEO will evaluate the scope, intensity, and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve participation commensurate with the goals range taking into account the Availability of SBEs and LBEs.
5. Documentation of Best and Good Faith Efforts undertaken may include, but is not limited to:
 - a) Types and amount of work made available to Participants
 - b) Solicitation of certified Participants
 - c) Any and all quotes received from any Participant and firm selection process notes
 - d) Reasons for not committing with any Participants that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Respondent
 - e) Advertisements for participation
 - f) The extent to which Respondent sought assistance from government agencies to facilitate solicitation of Participants
 - g) Information provided by Respondent to Participants regarding the Project
 - h) Assistance with bonding, financing and resources
 - i) Any additional supporting data and documentation or other relevant information
 - j) Where Respondent intends to perform services itself, without subcontracting, an explanation of the rationale for doing so
6. Respondent's documentary evidence will be reviewed by OEO to determine, at its sole discretion, whether Respondent exercised Best and Good Faith Efforts to achieve the Project's participation goals or to include SBEs and/or LBEs in the Project.
7. OEO's review may include, without limitation:
 - a) Whether Participants were treated at least as favorably as other businesses in the solicitation and commitment process. For example, OEO may investigate whether Participants were 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 Respondent.

- b) Whether all eligible Participants were accorded the same level of outreach as other similarly situated Participants and whether Participants received outreach at least as favorable as outreach to non-Participant entities. For example, OEO may investigate whether Respondent short-listed any Participants for participation or solicited any Participants at any pre-proposal meetings.
- c) Whether Respondent's contracting decisions were based upon policies which disparately affect Participants. OEO may consider whether Respondent employs policies which facilitate the participation of Participants on City contracts such as segmentation of the Contract or prompt payment practices.
- d) Whether Respondent's selected portions of work or material needs are consistent with the capacity of available Participant subcontractors and suppliers.

6. SPECIAL CONTRACT PROVISIONS

A. Contract Requirements

1. Contract Documents. This SLBP, including Appendix 1 as applicable, Respondent's completed S&P Form and any accompanying documents regarding the solicitation of and commitments with Participants, shall be considered a part of the Contract and will be expressly incorporated into the Contract upon award. Respondent agrees to provide any additional information and to complete any additional forms required by OEO prior to execution of the Contract.
2. Participant Subcontracts. Upon award of the Contract, the successful Respondent is required to enter into legally binding agreement(s) with Participants ("Participant Subcontract(s)") for the services and in the dollar amount(s) and percentage(s) as so committed pursuant to the Contract Commitment(s).
3. Changes to Contract Commitments. Participation commitments are to be maintained throughout the term of the Contract and shall apply to the total value of the Contract (including any increase/change orders). Any change in Contract Commitments, including but not limited to, substitutions for the listed Participants, changes or reductions in the work to be performed by Participants, and/or listed dollar/percentage amounts to be paid to Participants, must be pre-approved in writing by OEO.
4. Prompt Payment. The successful Respondent is required to pay any Participant subcontractors or suppliers promptly for services performed pursuant to the Contract (including the supply of materials) in an amount of its proportionate share.
5. Reports. On a monthly basis, the successful Respondent shall submit to OEO all required information, including but not limited to Participant data, certified payroll, and demographic data. When applicable, the successful Respondent shall submit workforce demographic data to the City's Labor Standards Unit ("LSU") in accordance with LSU's requirements.
6. Electronic Payment Systems. In connection with the payment of Participants, the successful Respondent is required to use the City's electronic systems for payment verification (B2GNOW Contract Compliance Reporting System) and certified payrolls (LCP Tracker) and/or any successor systems as may be determined by the City from time to time. Participants are required to verify receipt of payment in said systems. Failure to verify payment or to submit certified payrolls in said system(s) may result in withholding of payment.

7. Access to Information. OEO shall have the right to make site visits to Respondent's place of business and/or job site and obtain documents and information from any Respondent, SBE Participant, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain Respondent's responsiveness and responsibility. Failure to cooperate with OEO in its review may result in termination of the Contract.
8. Records. The successful Respondent shall maintain all books and records relating to Participants, Participant Subcontracts, and Contract Commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least five (5) years following expiration of the Contract. These records shall be made available for inspection by OEO and/or other appropriate City officials. The successful Respondent agrees to submit reports and other documentation to OEO as deemed necessary by OEO to ascertain the successful Respondent's fulfillment of its Contract Commitments.

B. Breach and Remedies

1. Breach. Respondent's failure to comply with the requirements of the SBE Policy, this SLBP, its Contract Commitment(s), or any other contract documents constitutes a material breach the Contract. If OEO determines that the Respondent has discriminated against an SBE or LBE at any time during the term of the Contract, OEO may recommend to the Procurement Commissioner the imposition of sanctions and the exercise of remedies.
2. Remedies. Notwithstanding any additional rights or remedies available under the Contract or in law or equity, in the event the City determines that the successful Respondent has failed to comply with any of the requirements of the SBE Policy, this SLBP, or the Contract, including substantial compliance with any Contract Commitment, the City may:
 - a) Debar the successful Respondent from proposing on and/or participating in any future contracts for a period determined by the City not to exceed three (3) years;
 - b) Withhold payment at the sole discretion of the City until corrective action is taken to the satisfaction of the City, in which case such withholding shall not be considered a penalty. If corrective action is not taken, the withheld payment shall serve as liquidated damages for the Respondent's failure to comply with the Contract; and/or
 - c) Terminate the Contract.

The City may exercise any or all remedies set forth in this SLBP, each of which may be pursued separately or in conjunction with any other remedies as the City in its sole discretion shall determine.

3. Sole Benefit of the City. These remedies 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 of any policy, this SLBP, or the Contract, shall not operate as a waiver of any of the City's rights in connection with the Contract nor shall it give rise to actions by any third parties, including identified Participants.
4. No Third-Party Beneficiaries. No privity of contract exists between the City and any Participant identified in any contract awarded for the Project. The City does not intend to give or confer upon any such Participant any legal rights or remedies in connection with subcontracted services pursuant to this SLBP or by reason of any contract awarded for the

Project. Nothing herein prevents the Participant from seeking a private cause of action under any legally binding contract to which it may be a party.



Appendix D - Insurance Requirements

Insurance Requirements Social Media Agency RFP

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, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General, Umbrella and Cyber 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: \$500,000 Each Accident - Bodily Injury by Accident; \$500,000 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

- (1) Occurrence Limit: \$3,000,000
- (2) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages

(e) Professional Liability Insurance/Technology Errors & Omissions.

- (1) Limit of Liability: \$5,000,000 with a deductible not to exceed \$100,000.
- (2) Coverage: Errors and omissions including liability assumed under
- (3) Professional Liability Insurance may be written on a claims-made basis

Contract.

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) Media Liability Insurance.

- (1) Limit of Liability: \$5,000,000 Per Claim/Aggregate either as a separate policy or included within its Professional Liability Insurance/Technology Errors & Omissions, or Cyber Liability.
- (2) Coverage: liability that arise from the Provider's media, advertising, marketing, communications, digital content, social media management, creative, publishing, photography, videography, graphic design, and related professional services performed under this Agreement.
- (3) 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.

(g) Cyber Liability Insurance.

- (1) Limit of Liability: \$5,000,000 Per Claim/Aggregate.
- (2) Coverage: Information security and privacy liability that arise from the Contract, including but not limited to: data while in transit or in the possession of any third parties hired by the Provider (such as data back-up services) to electronic system; loss of, damage to or destruction of electronic data breaches arising from the unauthorized access or exceeded access; or malicious code, viruses, worms or malware; electronic business income and extra expense as a result of the inability to access website due to a cyber-attack or unauthorized access; Privacy Notification Extra Expense Coverage (including Credit Monitoring Expense)

- (3) The City of Philadelphia, Department of Aviation, its officers, employees and agents shall be named as additional insureds.
 - (4) Insurance may be written on a claims-made basis provided that any retroactive date applicable to coverage under the policy proceeds the effective date of this agreement; and that continuous coverage will be maintained, or an Extended Discovery Period will be purchased for a period of at least two (2) years after the expiration or termination of this Contract.
- (h) Aviation Hull and Liability Insurance. (If Applicable)
- (1) Limit of liability: \$5,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability for "manned" aircraft; \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability for "unmanned" aircraft / UAVs/ drones.
 - (2) Coverage: Owned, non-owned and hired aircraft.

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 original certificate of 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, 11th 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.