

Project No. 16-142.S



**Philadelphia Regional
Port Authority**

**CLEANING SERVICES AT PRPA
ADMINISTRATION BUILDING**

Key Dates:

Mandatory Pre-Bid Meeting: Tuesday, December 13, 2016 at 10:00 a.m. at the Port Administration building large conference room, 3460 N. Delaware Avenue, 2nd Floor, Philadelphia PA 19134.

Questions regarding this document may be made by electronic mail at procurement@philaport.com and must be submitted no later than **Tuesday, December 20, 2016 at 12:00 p.m.**

Bids will be received in the office of the Philadelphia Regional Port Authority Procurement Department, at 3460 N. Delaware Avenue, 2nd Fl., Philadelphia, PA 19134 until **2:00 P.M., Wednesday, January 4, 2017.**

I N D E X

SUBJECT		PAGE NO.
Index		1
	PART 1	
Instructions to Bidders		1 - 42
	PART 2	
Bid Form		1 – 13
	PART 3	
General Conditions		1 – 10
PRPA Diversity Inclusion Plan (Exhibit A)		1 - 32
	PART 4	
Scope of Work		1 – 7
Square Footage		1

PART 1

INSTRUCTIONS TO BIDDERS

Delete the requirements for bid guaranty (Instructions to Bidders Section 9, page 8) and performance and payment bonds (Instructions to Bidders Section 30, B, pages 23 and 24)

11/17/2016

INSTRUCTIONS TO BIDDERS
FOR
PHILADELPHIA REGIONAL PORT AUTHORITY
CONTRACTS

(Revised as of November 17, 2016)

FOR USE ONLY WITH INVITATIONS TO BID.

TABLE OF CONTENTS

Section:	Page Number
1 Work to be Performed	1
2 Familiarity with Proposed Work	1
3 Pre-bid Conferences	2
4 Interpretation of Contract Documents	3
5 Submission of Bids	4
6 Bid Requirements	4
7 State of Incorporation	5
8 Award to a Foreign Corporation	5
9 Bid Guaranty	5
10 Timely Delivery of Bids	6
11. Delivery of Bid in Clearly Marked Envelope	6
12. Withdrawal or Modification of a Bid Prior to Bid Opening	6
13. Bid Opening Procedure	6
14. Rejection of Bid Proposal	7
15. Withdrawal of Bids after Bid Opening	7
16. Experience Questionnaire & Financial Statement Provided on Request	7
17. Refusal to Submit Requested Information	8
18. Collusive Bids will be Rejected	8
19. Bid Protest Procedure	8
20. Bidder Certified Not Under Debarment	9
21. Subcontract with Debarred or Suspended Firm	9

TABLE OF CONTENTS

Section:	Page Number
22. Reimbursement of Costs of Inspector General Investigation	9
23. Current List of Suspended and Debarred Contractors	10
24. Assignment of Antitrust Claims	10
25. Contractor Integrity Provisions	10
26. Product Discrimination	15
27. Apprenticeship Training Program Participation	20
28. Diversity Inclusion Policy & Plan	21
29. Award of Contract	28
30. Execution of Contract, Bond and Return of Insurance Certificates	28
31. Failure to Execute Contract	29
32. Proof of Surety's Responsibility on Contract Bond	29
33. Reinsurance	30
34. Veteran's Preference	30
35. Provisions Concerning the Americans with Disabilities Act	30
36. Environmental Statement	30
36. Applicable Laws	31
37. Prevailing Wage Act 442	—

[Note: Section titles and page numbers will need to be updated.]

**FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN THE
REJECTION OF THE BID AS NOT RESPONSIVE**

Section 1 Work to be Performed:

The work to be performed is described in the Contract Documents for the prime contract or contracts to be awarded on the Project. The Contract Documents may be inspected during regular business hours at the offices of the Authority, 3460 N. Delaware Avenue 2nd Floor Philadelphia, Pennsylvania 19134. During the bidding process, the Contract Documents are available on the Authority's website www.philaport.com and can be accessed under the procurement tab. Presently there is no charge for obtaining a copy from the website. One or more copies of the Contract Documents may be obtained upon application to the Procurement Department by making a nonrefundable payment in the amount specified by the Authority for each set of Plans, Specifications, and Bidding Documents requested.

All contractors must be registered with the Vendor Data Management Unit ("VDMU") of the Commonwealth of Pennsylvania if they wish to do business with the Authority. Registration may be done via the internet or via telephone and is required in order to be awarded a contract. VDMU will assign each contractor a vendor ID number which will be used to identify that contractor within the Commonwealth. Please use the following information to complete the vendor registration form, or to make changes to an existing vendor ID number:

Central Vendor Management Unit

Phone 717-346-2676

Toll Free 1-866-435-7363

Web Address: www.vendorregistration.state.pa.us

The Bidding Documents consist of the Notice to Contractors, these Instructions to Bidders, the Bid Form, the Certification Form, Bid Security, submissions related to the Authority's Diversity Inclusion Policy and Plan, the Non-collusion Affidavit, and forms and submittals required by the Specifications to be submitted with the Bid. The Contract Documents are identified in the General Conditions.

Section 2 Familiarity with Proposed Work:

A. The Bidder is responsible for examining the nature and location of the Work for the Project, the conformation of the ground, the soil and rock conditions, and the character, quality and quantity of the materials that will be required. The Bidder shall also examine the proposed Contract, including plans, specifications and all other documents and data pertaining to the Project. After the award of the contract, the Contractor may not submit any claim alleging insufficient data, incorrectly assumed conditions, or misunderstanding with regard to the matters for which no such clarification was sought during the bidding phase of the Project, as described further in the General Conditions of the Construction Contract.

B. Bidders are required to comply with any and all access control requirements imposed at the site to gain entry. In addition, to gain access to Authority facilities, bidders are required to

comply with the Maritime Security ("MARSEC") regulations requiring contractors entering PRPA facilities to have knowledge of, thorough training or equivalent job experience, in the following, as appropriate:

1. Relevant Provisions of the Facility Security Plan;
2. The meaning and consequential requirements of the different MARSEC levels as they apply to them, including emergency procedures & contingency plans;
3. Recognition and detection of dangerous substances and devices;
4. Recognition of characteristics and behavior patterns of persons who are likely to threaten security; and
5. Techniques used to circumvent security.

Note: Each marine terminal maintains its own Facility Security Plan and Facility Security Officer. Due to the sensitive security information contained in such plans, they are not available for review. The Facility Security Officer for the terminal will brief you on relevant provisions of the Security Plan and application of the different MARSEC levels. Sections (3) (4) & (5) listed above apply to your operations and their interaction with the Port as a result of working on Port Facilities.

C. Any information obtained as a result of the Geotechnical testing ("Geotechnical Information") concerning subsurface materials or conditions was obtained by the Owner for the Engineer's use in designing the Project. This Geotechnical Information is included in the Specifications for the Project or, in the alternative, available to the Bidders upon request written. Bidder acknowledges that he may request Geotechnical Information.

The technical data found in the Geotechnical Information is represented to be accurate by Authority, but the conclusions and inferences that may be found in or inferred from the Geotechnical Information is not warranted and the accuracy or completeness of any such conclusions and inferences is not guaranteed by Authority. The Contractors must assume all responsibility in excavating for this Project and shall not rely on subsurface information obtained from the Authority or Engineer. Bidders shall make their own investigation of existing subsurface conditions.

If Bidder desires to obtain additional information or data to supplement that which exists in the form of Geotechnical Information, Bidder shall make a written request. The Authority will, to the extent reasonably feasible, afford the Bidder the opportunity, at Bidder's own expense, to conduct additional tests and examinations and to make measurements and studies of all kinds; where the Authority cannot grant such rights, it will cooperate with Contractor in endeavoring to secure such rights. The ground and existing structures shall be returned to its original condition as prior to testing. The Authority may require a bond to secure the restoration of the original conditions.

Before making any such excavations, borings or soundings, driving test piles, digging test pits on the Site, or undertaking any other examination of the subsurface thereof, the bidder shall provide to the Authority proof of insurance that is satisfactory to the Authority. Bidder is responsible for field verifying locations of all existing utilities. Prior to excavation or earth moving, the bidder is to contact PA One-Call to mark out locations of existing utilities.

D. The work herein contemplated being public work, the Bidder acknowledges that no mechanics liens may be filed.

Section 3 Pre-Bid Conferences:

- A. In the event the Authority chooses to conduct a mandatory pre-bid conference, notice of the time and location of such conference will either be provided in the Invitation to Bid, or in the "Notice to Contractors" on the cover page of the Specifications, mailed to each bidder at the address provided to the Authority by the bidders or posted on the Authority's website. The failure of a bidder to attend a mandatory pre-bid conference shall result in the bidder's Bid being rejected. Minutes taken at such a mandatory pre-bid conference will be maintained by the Authority and a copy of the minutes will be provided upon written request to the Authority.
- B. In the event the Authority chooses to conduct an optional pre-bid conference attendance is not mandatory and notice of the time and location of such conference will either be provided in the Invitation to Bid, or in the "Notice to Contractors" on the cover page of the Specifications, mailed to each bidder at the address provided to the Authority by the bidders or posted on the Authority's website. Minutes taken at such an optional pre-bid conference will be maintained by the Authority and a copy of the minutes will be provided upon written request to the Authority.

Section 4 Interpretation of Contract Documents:

A. During the Bidding Phase, every request for interpretation shall be made in writing to the Director of Procurement. All written requests ("Requests for Interpretation") related to the proposed Work or proposed contract documents must be received by the Director of Procurement at the offices of the Authority, **no later than close of business ten (10) calendar days prior to the Bid Opening Date**. Only written Requests for Interpretation received no later than ten (10) calendar days prior to the date fixed for the opening of bids will be considered by the Authority. If a request is received within ten (10) calendar days of the bid opening date, the Authority may, in its sole discretion, answer the request. Requests must be submitted by hand-delivery, courier, regular or expedited mail, or facsimile transmission. Requests sent via email will not be considered "written" requests.

B. BIDDERS ARE PROHIBITED FROM SEEKING ANY ORAL INTERPRETATION REGARDING THE MEANING OF THE CONTRACT DOCUMENTS. ANY CONVERSATION BETWEEN A BIDDER AND THE AUTHORITY OR THE PROFESSIONAL MAY NOT BE RELIED UPON BY ANY BIDDER, ARE NOT BINDING UPON THE AUTHORITY AND SHALL NOT BECOME PART OF THE

CONTRACT DOCUMENTS. ONLY INFORMATION APPEARING IN WRITTEN BULLETINS ISSUED BY THE AUTHORITY OR ITS ENGINEER MAY BE RELIED UPON BY THE BIDDERS.

C. The Authority's response to any Request for Interpretation will be in the form of a written bulletin signed by the Authority. The Authority will post all bulletins to its website at www.philaport.com and it shall be the responsibility of the Bidders to check for updates. All bulletins become a part of the Contract Documents, and all Bidders on any portion of the contract for the Project are bound by all bulletins issued on the project.

D. Whenever an item is defined in this invitation for bids by trade name and catalogue number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Authority will consider bids for the referenced product only. The term "or approved equal" is defined as meaning any other make which, in the sole opinion of the Engineer, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified.

E. A Bidder who wants to (i) offer an alternate to the requested bid or; (ii) to include a request for the Engineer to approve an equal, must submit a Request for Interpretation pursuant to Section A. above. The Request for Interpretation must include a complete description of the alternate and must identify the product's deviations from the specifications. For consideration of approved equals, the Request for Interpretation must include the (a) complete identification of the product the bidder proposes to offer by trade name, brand and/or model number; (b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and (c) indicate any known specification deviations from the referenced product. Upon receipt of the Request for Interpretation, the Professional will determine whether the alternate is acceptable. If the Professional, in its discretion, determines that the alternate is acceptable, the Director of Procurement will issue an addendum to the invitation for bids that revising the specifications. If no addendum is issued revising the specification, a bid offering the alternative will be rejected as non-responsive.

F. Unless otherwise specified in this invitation for bids, all products offered by bidders must be new or remanufactured. A "new" product is one that will be used first by the Authority after it is manufactured or produced. A "remanufactured" product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Professional, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit bidders from offering products with recycled content, provided the product is new or remanufactured.

G. The Contractor awarded the Project is required to pay Pennsylvania Sales and Use Taxes and may claim an exemption only for some construction materials. To obtain exemptions for some

of the construction materials, the Contractor must submit an application to the Pennsylvania Department of Revenue.

H. Should the Work require the use of Steel or Steel Products, Bidders shall note that only steel products produced in the United States of America shall be used. Bidders are required to familiarize themselves with the Commonwealth of Pennsylvania's Act No. 1978-P.L.6 - No. 3, The Steel Procurement Act, as it pertains to this requirement.

Section 5 Submission of Bids:

A. All bids shall be submitted on forms prepared by the Authority. All entries on the Bid Certification must be in ink or typewritten, preferably in blue ink to indicate an original writing.

B. All Base Bids will be considered as separate and distinct bids. If a base bid is left blank, the Authority will interpret this to mean the Bidder did not submit a bid on that base bid, but this will not invalidate any remaining base bids. The Bidder may not, however, withdraw a single base bid. If the Bidder wishes to withdraw any base bid, the Bidder must withdraw every base bid. In case of discrepancy between the words and numbers, the written words are the bid price.

Section 6 Bid Requirements:

A. The Bid Form and Signature Page shall be filled out and completed and signed by each Bidder. The signature must be an ORIGINAL and HAND-SCRIPTED signature.

B. Every Bidder must complete and execute (including verification) and submit with the Bid a Non-Collusion Affidavit.

C. All Bids must be sealed, marked, and delivered in accordance with Notice and these Instructions to Bidders. Bids will be opened and read publicly promptly after the deadline for the submittal of bids.

D. The failure to execute or complete a blank on the Bid Form shall cause the Bid to be rejected only if the amount of the base Bid or Bid for an Alternate cannot be determined. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a nonresponsive Bid, and the Bid shall be rejected. The failure to attest to the signature made on behalf of a corporate Bidder or a Bidder which is Limited Liability Company shall not make the Bid nonresponsive.

E. The blanks provided for the entry of sums on the Bid Form shall permit the Bidder to enter its Bid in words, or in numerical figures, or in both words and numerical figures. In case of discrepancy where both words and numerical figures are entered, the numerical figures shall control. No Bid shall be rejected solely by reason of the failure to enter sums in both words and numerical figures provided that a sum is ascertainable. If a sum is ascertainable, the Bid will conclusively be determined to be responsive.

G. All Bids should be regular in every respect and interlineations, additions, excisions or conditions made or included in the completed Bid Form by the Bidder shall be disregarded and the

Bid, if otherwise sufficient shall be accepted. Only in the event that, notwithstanding the disregard of the interlineation, addition, excision or condition, the amount of the base Bid or Bid for an Alternate Bid cannot be determined shall the Bid be rejected.

H. All requested Alternates shall be Bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. Bidders shall not be permitted to refuse to Bid on an Alternate, and the failure to enter a sum with the intention of refusing to Bid the Alternate shall be disregarded. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the work described in the alternate. The failure to indicate whether a sum inserted for an alternate is an "add" or a "deduct" shall be treated conclusively as a deduction to the base Bid. The failure to make an entry for an Alternate shall not cause the Bid thereby to be made nonresponsive.

I. All requested unit prices for which estimated quantities have been provided in the Bid Form shall be Bid. If the unit price work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. Bidders shall not be permitted to refuse to Bid on an unit price, and the failure to enter a sum with the intention of refusing to provide with his Bid the cost of the unit price work shall be disregarded. The use of any of these entries, or the failure to enter an amount in the blank for unit price work, shall be treated conclusively as a Bid of zero dollars for that work. The failure to make an entry for a unit price with an estimated quantity shall not cause the Bid thereby to be made nonresponsive. Where an error is made in computing the extension of the per unit price to total price, the per unit price quoted shall govern.

J. All requested Unit Prices for which no estimated quantities are provided in the Bid Form shall also be bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

K. The Bidder shall insert the Addenda by numbers in the spaces provided on the Bid Form. The Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Bulletins and other Addenda issued. Bidder by the submission of the Bid, acknowledges conclusively that all Addenda properly issued are applicable and operative as a part of the Contract Documents. Failure of any Bidder to receive any Bulletin or Addenda as provided for herein shall not release such Bidder from the obligation of his Bid and the obligation to comply with the provisions of the Addenda. The failure to list one or more of the Addenda numbers on the Bid Form will not make the Bid nonresponsive.

L. The Bidder shall not condition, qualify or otherwise assert a stipulation of any kind in the Bid. Any condition, qualification or stipulation added to the Bid Form shall be disregarded and the Bid accepted as if the condition, qualification or stipulation did not appear. Only in the event that, notwithstanding the disregarding of the condition, qualification or stipulation, the amount of

the base Bid or Bid for an Alternate cannot be determined shall the Bid be rejected.

M. Bids may be submitted by sole proprietors, partnerships, corporations, limited liability companies and forms of business organizations that are for the purposes of the contract a functional equivalent. Each Bidder must complete the Bid Form by entering the information requested, including for example the name of the Bidder, the name of the person signing the Bid, the Bidder's business address with ZIP code.

N. Bids by sole proprietors must be signed by the individual proprietor and witnessed. Any fictitious name or name under which the sole proprietor trades must be stated.

O. Bids by partnerships must furnish the full name of one or more general partners, and must be signed in the partnership name by one or more general partners, followed by a listing of the names of all partners.

P. Bids by corporations must be signed by the president of the corporation, a vice president of the corporation, or another corporate representative whose authority is established by an attached resolution. The signature of the representative must be witnessed and attested to by a secretary, assistant secretary, treasurer, assistant treasurer, or another corporate representative whose authority is established by an attached resolution. The Bid of a corporation does not require the affixing of the corporate seal. Any corporate resolutions attached to the Bid in order to establish the authority of a corporate representative may be dated as of the date of the Bid, or for a period of no more than one year prior thereto.

Q. Bids by a Limited Liability Company or LLC, or equivalent form of business organization, must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Bid and the authority of the representative who attests to the validity of the signature.

R. When requested by the Owner, satisfactory evidence of the authority of the individual signing on behalf of the Bidder or attesting to the signature shall be furnished. The failure to furnish satisfactory evidence of the authority of the individual within three (3) business days, shall be conclusively treated as a deficiency requiring the rejection of the Bid.

Section 7 State of Incorporation:

As a precondition to the acceptance of any Bid tendered by any corporation not incorporated in the Commonwealth of Pennsylvania, or the Bid of any other form of business organization including, but not limited to, a sole proprietorship, a limited partnership or a limited liability company not domiciled in the Commonwealth, the corporation, limited liability company, limited partnership or sole proprietorship shall comply with any applicable Commonwealth requirements related to registration. If the Bidder is incorporated in a state other than Pennsylvania, the Bidder must state whether the corporation is registered to do business in Pennsylvania. If the Bidder operates under an assumed or fictitious name, the Bidder must state whether such name has been registered in Pennsylvania. The administration of these requirements is through the Pennsylvania Department of State, Corporation Bureau, 206 North Office Building, Harrisburg, PA 17120,

telephone (717) 787-1057, facsimile (717) 783-2244.

Section 8 Award to a Foreign Corporation:

No contract will be awarded to a Bidder which is a foreign corporation or which is operating under a fictitious or assumed name unless the Bidder has complied with, or agreed to comply with, the registration requirements under the laws of Pennsylvania.

Section 9 Bid Guaranty:

A. All bids shall be accompanied by a certified bank treasurer's or cashier's check (the "Check") drawn in favor of the "Philadelphia Regional Port Authority" in an amount based on **ten percent (10%) of the gross amount of the Bid inclusive of alternates** unless a different specific amount is set forth in the Bidding Documents. The gross amount of the Bid shall be the sum of all items Bid upon without reduction for "deduct" alternates. In the event alternative bids are made by the bidder, the gross amount of the Bid shall be based upon the larger of the alternative bids. A bid bond from a surety company authorized to business in the Commonwealth is also acceptable.

B. For purposes of estimating the amount of the security, the amount of labor, or the quantities of materials or supplies to be furnished, must be consistent and in accordance with the estimated quantities required to perform the work of the Base Bid in the Contract Documents. The Authority will not be bound by such estimates of the actual quantities of labor, materials or supplies required to be furnished under the Contract.

C. When bids are opened and the lowest responsible and responsive bidder has been determined, the Authority within thirty (30) calendar days shall return the security provided except for the security submitted by the two apparent lowest responsible Bidders. The security of the two apparent lowest responsible Bidders, except where forfeiture of security is required, will be returned upon the execution of all contract documents by the lowest responsible bidder. In the event the contract is not awarded by the Authority, the bid guaranty of the two apparent lowest responsible Bidders will be returned on or about the sixty (60) days after the date of bid opening, unless the time for awarding the Bid has been extended by the Bidders or by operation of law.

Section 10 Timely Delivery of Bids:

The Bidder must submit its Bid to the Authority prior to the time scheduled for bid opening, regardless of the method of delivery used. Any Bid received after the time set for the bid opening will be rejected and, to the extent practicable, returned to the bidder without being considered by the Authority.

Section 11 Delivery of Bid in Clearly Marked Envelope:

Each Bid shall be sealed in an envelope. If forwarded by mail, the envelope shall be addressed to the address for receiving bids noted in the "Notice to Contractors," preferably by registered mail. If forwarded otherwise than by mail, the Bid shall be delivered at the offices of the Authority noted in the "Notice to Contractors" prior to the time stated in the "Notice to Contractors." All bids shall

be enclosed in a sealed envelope and marked plainly on the outside with the bid number, bid description, and bid opening date. If the bid envelope is to be enclosed in another envelope for the purpose of express-type delivery, the exterior envelope shall be clearly marked as a bid and the bid number, bid description, and bid opening date shall be shown on the envelope.

Section 12 Withdrawal or Modification of a Bid Prior to Bid Opening:

A. Complete Withdrawal Before Date or Time. A Bid may be withdrawn by written notice or in person by a Bidder or its authorized representative (if their identity is established by photographic identification and proof of authorization, preferably on Bidder letterhead) and a receipt for the Bid is signed prior to the exact hour and date set for the opening of bids.

B. Modification Before Bid Date or Time of a Bid Already Submitted But Not Opened. If, before the time of the bid opening, a Bidder wishes to modify a Bid already delivered to the Authority, the Bidder or its authorized representative (if their identity is made known through photographic identification and proof of authorization) may request that the Authority return the Bid, but only if the Bidder/representative signs a receipt for the Bid before the exact hour and date set for the opening of bids. The Bidder or their authorized representative may then modify the Bid and resubmit the Bid so long as the modified Bid complies with the requirements set forth in these instructions to Bidders. The Authority will not, under any circumstances, open a Bid before the bid opening date and time.

Section 13 Bid Opening Procedure:

Bids will be opened and read aloud publicly in the presence of one or more witnesses at the time and place designated in the Notice to Bidders. In case of discrepancy between the Bidder's words and numbers, the written words constitute the bid price.

No inspection or photocopies of any Bid will be made at the bid opening. The amount of each bid, together with the name of each Bidder will be recorded. Such recorded information shall be considered unofficial and shall be open to public inspection at the bid opening.

For the purposes of determining the basis of a contract award, in the event of a discrepancy between a unit price and an extended price for a work or line item, the lesser of (i) recalculation of the extended line based upon the unit price; and (ii) value of the extended line as written in the bid, shall govern. In such event, the extended price shall be divided by the estimated quantity for the work or line item to arrive at a recomputed unit price which shall thereafter govern for purposes of payment. In the event the total bid price does not equal the value of the sum of all the extended line prices, the total of the sum of the extended line prices shall govern (including any recomputed prices as set forth above).

The bid tabulation, listing the Bidders and their bid amount, will formally be made available to interested parties within ten (10) days of the opening.

Section 14 Rejection of Bid Proposal:

The Authority reserves the right to reject any or all bids or parts thereof. A bid may be rejected if it shows any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. The Authority reserves the right, however, to waive technical defects or irregularities on bids. The Authority may reject the bid of any bidder failing to meet the requirements of these Instructions to Bidders or any other requirements of bidders set forth in the Contract Documents.

Section 15 Withdrawal of Bids after Bid Opening:

Within two (2) days after the opening of the bids, but before award, a Bidder may request permission to withdraw its bid if it submits a request, in writing, to the Authority. The request must be addressed to the Director of the Procurement, Philadelphia Regional Port Authority, 3460 N. Delaware Avenue, Philadelphia, PA 19134. It may be faxed to the same individual at (215) 426-6800. The request will not be considered received unless it is directed as set out in this section. With the request for withdrawal, the Bidder must submit evidence that the reason for withdrawal is consistent with the requirements of the Bid Withdrawal Act.

Section 16 Experience Questionnaire and Financial Statement Provided On Request:

At the Authority's request, or if specifically required by the Bidding Documents, Bidders shall file an experience questionnaire and financial statement with the Authority on the form provided by the Authority. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a Notary Public, or other empowered or administer oaths or affirmations. Falsification of any requested information shall result in a rejection of the Bid as not responsible, forfeiture of the bid bond and/or cancellation of the Contract Award.

Section 17 Refusal To Submit Requested Information:

In the event the Bidder fails, refuses or neglects to submit any requested information within the time stated in any request, or fails to qualify as a responsible Bidder; its bid guaranty may be forfeited to the use of the Authority.

Section 18 Collusive Bids Will Be Rejected:

The Bids of any Bidder or Bidders who engage in collusive bidding will be rejected. Any Bidder who submits more than one Bid in such manner as to make it appear that the bids submitted are on a competitive basis from different parties will be considered a collusive Bidder. Submission of collusive bids will result in a Bidder being rejected as not responsible for subsequent projects. Nothing in this Section prevents a Bidder from superseding a Bid by submitting a subsequent Bid, delivered prior to the bid opening, which expressly revokes the previous Bid.

Section 19 Bid Protest Procedure:

The Commonwealth Procurement Code (62 P.C. § 1711.1, as amended) governs the protest procedure, which is summarized below. In the event this general description conflicts with the

statute, the statutory language controls.

A. Who may File: Any Bidder or prospective Bidder who is aggrieved in connection with the bid or the award of a contract resulting from the bid may file a protest.

1. Prospective Bidder is an entity that has not submitted a bid in response to the Notice to Bidders.
2. Bidder is an entity that has submitted a bid in response to the Notice to Bidders.

B. Time Limits.

1. If a protest is filed by a prospective Bidder, a protest must be filed, in writing, with the Executive Director of the Authority **prior** to the bid opening date and time described in the Notice to Bidders.
2. If a protest is filed by a Bidder, the protest must be filed, in writing, with the Executive Director of the Authority within seven (7) days after the protesting Bidder knew or should have known of the facts giving rise to the protest **except** in no event may a protest be filed later than 7 days after the Notice of Award is posted on the PRPA (www.philaport.com) website.
3. Filed – shall be defined as the date upon which the Executive Director of the Authority receives the written protest
4. If the Bidder fails to file a bid protest or files an untimely protest, then they shall be deemed to have waived the right to protest the solicitation or award of the contract in any forum. Untimely protests will be disregarded by the Authority.

C. The Authority may cancel an invitation for bids or may reject all bids at any time prior to the time a contract is executed by all parties when it is in the best interests of the Authority. The Bidder should not submit a protest relating to cancellation of the bid or rejection of all bids.

D. A protest shall state all grounds upon which the protestant asserts the solicitation or award of the contract was improper. The protestant may submit with the protest any documents or information it deems relevant to the protest.

E. The full text of the Bid Protest Procedure can be found at 62 Pa. C.S. § 1711.1 et seq.

Section 20 Bidder Certified Not Under Debarment:

The Bidder must certify that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Bidder cannot so certify, then the Bidder agrees to submit along with the Bid a written explanation of why such certification cannot be made.

Section 21 Subcontract with Debarred or Suspended Firm:

If the successful Bidder enters into subcontracts or employs any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extensions or renewals thereof, the Authority shall have the right to require the Contractor to terminate such subcontract or employment.

Section 22 Reimbursement of Costs of Inspector General Investigation:

The Contractor shall reimburse the Authority and any other Commonwealth agency for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Authority which result in the suspension or debarment of the Contractor. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.

Section 23 Current List of Suspended and Debarred Contractors:

The Bidder may obtain a list of suspended and debarred contractors by referring to the Department of General Services' Construction and Public Works website or by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, Pennsylvania 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

The Bidder may also secure a list of suspended and debarred contractors from the Department of Labor and Industry.

Section 24 Assignment of Antitrust Claims:

The Contractor and the Authority recognize that, in actual economic practice, overcharges by the Contractor's suppliers, resulting from the violations of State or Federal antitrust laws, are, in fact, borne by the Authority. As part of the consideration for the award of this contract, and, intending to be legally bound, the Contractor assigns to the Authority all right, title and interest in, and to,

any claims contractor now has, or may hereafter acquire, under State or Federal antitrust laws relating to the goods or services which are the subject of this contract.

Section 25 Contractor Integrity Provisions:

It is essential that those who seek to contract with the Authority observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Authority and Commonwealth procurement processes.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that governs contracting with the Authority or the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Authority, the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§ 1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code § 7.151 et seq.; or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code § 7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth or Authority ethics policy.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Authority and Commonwealth in writing and the Authority and Commonwealth consent to Contractor's financial interest prior to Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority and Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, not later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to , or prepared by, Contractor under this contract without the prior written approval of the Authority, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Authority or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Authority prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Authority approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Authority or Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charges with, or convicted of any of the following and agrees to immediately notify the Authority contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charges with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) Obtaining;
 - (2) Attempting to obtain; or
 - (3) Performing a public contract or subcontract.

Contractor' acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L. 736, No. 338), known as the Workers' Compensation Act, 77 P.S. § 1 et seq. or the Longshore and Harbor Workers' Compensation Act, 33 U.S.C § 901 to 950.
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause upon such notification or when the Authority otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar

year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 PA.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Authority and Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- a. “Confidential information: means information that a (is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Authority or Commonwealth.
 - b. “Consent” means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing by pre-qualification, bid, proposal or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this contract.
 - c. “Contractor” means the individual or entity that has entered into this contract with the Authority, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - d. “Financial interest” means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code § 7.153 (b), shall apply.
 - f. “Immediate family” means a spouse and any unemancipated child.
 - g. “Non-bid basis” means a contract awarded or executed by the Authority with Contractor without seeking bids or proposals from any other potential bidder or offeror.

- h. "Political contribution" means any payment, gift subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Section 26 Product Discrimination:

A. Reciprocal Limitations Act.

1. Background Requirements of the Act. The Act (62 Pa.C.S. (2006 Supp.) §107) requires the Authority:

- i. In the award of contracts, exceeding \$10,000, for the erection, construction, alteration, improvement or repair of any building or public work, or the purchase or lease of any goods, supplies, equipment, printing or materials, to give resident Bidders a preference against nonresident Bidder from any state that gives or requires a preference to Bidders from that state. The amount of preference shall be equal to the amount of the preference applied by the state of the nonresident Bidder. A resident Bidder is a person, partnership or corporation or other business entity authorized to transact business within Pennsylvania and having a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids for the public contract were first solicited.
- ii. In the erection, construction, alteration, improvement or repair of any public building or other public work, and in all purchases of goods, supplies, equipment, printing or materials, not to specify, use or purchase any goods, supplies, equipment, printing or materials which are produced, manufactured, mined, grown or performed in any state that prohibits the specification for use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined, grown or performed in such state.

2. List of Discriminating States.

- i. States which apply preference favoring in-state Bidders and the amount of such preference, (that may affect this contract), as found by the Department of General Services:

STATE	PREFERENCE
1. Arizona	5% (construction material from Arizona resident dealers only)
2. Montana	3%
3. West Virginia	2.5% for construction, repair improvement of any buildings.
4. Wyoming	5%

- ii States which prohibit the use of out-of-state goods, supplies, equipment, materials or printing and the prohibition (that may affect this contract), as found by the Department of General Services:

STATE	PREFERENCE
Georgia	Forest Products only
Indiana	Coal
New Jersey	For Bidders for the following items: major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, carpet and cushion, shades, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audio-visual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, photographic supplies, Venetian blinds, drapes, paper towel dispensers, water hose
New Mexico	Construction

3. Calculation of Preference.

In calculating the preference for purposes of determining the low bidder, the amount of a bid submitted by Commonwealth resident bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residence. Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment, materials and printing shall be reduced by the percentage preference which would be given to another Bidder by the state where the goods, supplies, equipment, materials or printing are produced, manufactured, mined, grown or performed.

B. Trade Practices Act.

It has been the policy of the Commonwealth not to purchase any supplies, equipment or materials manufactured in any foreign country which prohibits the specification for or use of supplies, equipment or materials manufactured in Pennsylvania.

- a. Many world trading countries, directly or indirectly by statute, regulation, policy, procedure or practice, grant or bestow a preference for supplies, equipment or materials manufactured in their country, thereby discriminating against the use of supplies, equipment or materials manufactured in the Commonwealth.

- b. It is the Policy of the Commonwealth that aluminum steel products made in the United States should be purchased by all public agencies in preference to aluminum and steel products made in foreign countries which discriminate against supplies, equipment or materials manufactured in Pennsylvania.

1. Definitions

- a. The Word “discriminates” means an act, regulation or policy of a foreign country which, directly or indirectly:
 - (i) Prevents the importation, sale or use of any supplies, materials or equipment manufactured in this Commonwealth.
 - (ii) Grants or bestows a preference, discount or other competitive advantage to supplies, materials or equipment manufactured in the foreign country, the effect whereof is to place similar supplies, materials or equipment manufactured in this Commonwealth at a competitive disadvantage;
 - (iii) Restricts the opportunities for persons having a business situs in this Commonwealth to bid on or compete for government contracts including, but not limited to, a preference for residents of the foreign country;
 - (iv) Solicits for, awards or negotiates public works contracts on a selective tender basis;
 - (v) Imposes discriminatory duties, tariffs or border taxed on the importation of supplies, materials or equipment no produced in the foreign country, the effect whereof is to place supplies, materials or equipment manufactured in this Commonwealth at a competitive disadvantage with like goods manufactured in any foreign country; and
 - (vi) Adopts or condones any other unfair method of competition in international trade including, but not limited to, the exportation of aluminum or steel products made in the foreign country through cartels or the subsidization of said products.
- b. The word “person” means natural persons, corporations, partnerships, business units and associations existing under or authorized by the laws of the United States, the laws of any territories or the laws of any state.
- c. The words “public agency” mean:
 - (i) Counties, cities, boroughs, townships, school districts and any other governmental unit or district;
 - (ii) The General State Authority, the State Public School Building Authority, the State Highway and Bridge Authority and any other authority now in existence or hereafter created or organized by the Commonwealth;

- (iii) All municipal or school or other authorities now in existence or hereafter created or organized by any county, city, borough, township or school district or combination thereof; and
 - (iv) Any and all other public bodies, authorities, officers, agencies or instrumentalities, whether exercising a governmental or proprietary function.
- d. The words "public works" mean any structure, building, highway, waterway, street, bridge, pier, transit car or system, airport or other betterment, work or improvement whether of a permanent or temporary nature and whether for governmental or proprietary use contracted for by any public agency or financed in whole or in part by any public agency.
 - e. The words "aluminum or steel products made in a foreign country" mean aluminum or steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more of such operations, from aluminum or steel not made in the United States.
 - f. The word "importer" means any person registered in the Commonwealth and doing business in the Commonwealth who engages in the receiving, storing, distributing or other processing of aluminum or steel products made in a foreign country; or who engages in the solicitation or acceptance of orders or contracts for the furnishing of or supplying of aluminum or steel products made in a foreign country.

In accordance with the Trade Practices Act (71 P.S. §773.101 *et seq.*) the Contractor shall not use, or permit to be used, in the Work any aluminum or steel products made in a foreign country that discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted for a project. Penalties for a violation of this paragraph may be found in the Trade Practices Act. Penalties include becoming ineligible for award of any public works contracts for a period of three years.

1. **Brazil:** Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.
2. **Spain:** Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet; hot-rolled carbon steel bars and cold-formed carbon steel bars.
3. **South Korea:** Welded carbon steel pipes and tubes; hot-rolled carbon steel plate and hot-rolled carbon steel sheet and galvanized steel sheet.

4. **Argentina:** Carbon steel wire rod and cold-rolled carbon steel sheet.

C. Steel Products Procurement Act.

In accordance with the Steel Products Procurement Act of March 3, 1978, P.L. 6 as amended (73 P.S. Sections 1881 et seq.), only steel products as defined in the Act shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In the performance of the Contract the Contractor, subcontractors, material men or suppliers shall use only: 1) steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process; and 2) cast iron products made in the United States.

The Contractor shall certify that all steel and cast iron products to be used or supplied in the performance of the Contract comply with this Act. No payment will be made to the Contractor for steel and cast iron products until such certification has been received.

This section shall not apply in any case where the Executive Director of the Authority, in writing, determines that steel and/or cast iron products as herein described are not produced in the United States in sufficient quantities to meet the Contract needs.

The Authority shall not provide for, or make any payments to any person who has not complied with the Act. Any such payments made by the Authority to anyone that should not have been made as a result of the Act shall be recoverable directly from the Contractor, subcontractor, manufacturer or supplier that did not comply with the Act.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violated the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

The Contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and supplier.

Where trade names, catalog numbers and manufactures of material or equipment are specified, they are mentioned therein for the purpose of establishing a standard of quality, performance and appearance, and for establishing a standard of competitive bidding. The use of this descriptive information will not relieve the Contractor from compliance with all aspects of the Act.

Section 27 Apprenticeship Training Program Participation

To qualify as a responsive contractor for the purposes of this bid, the contractor must certify that it participates in an approved Apprenticeship Program for each craft or trade it will employ for this project.

For purposes of this bid, an approved Apprenticeship Training Program is one that:

- i. is registered with the Pennsylvania Apprenticeship and Training Council or another state or federal entity authorized to establish standards for apprenticeship; and
- ii. the program has graduated apprentices to journeyman status in at least three (3) of the last five (5) calendar years.

Section 28 Diversity Inclusion Policy and Plan

The Authority has adopted a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015 (the "Diversity Inclusion Policy" or the "Policy"). In order to implement this Policy, the Authority has further adopted the "Diversity Inclusion Plan (Construction)," appearing here as Exhibit "A". Bidders must comply with the requirements of the Plan to be eligible for the award of the contract.

Section 29 Award of Contract:

If the Authority awards a Contract, it will be made to the lowest responsive, responsible bidder within sixty (60) days from the Bid Opening Date. This 60-day period may be extended by written consent of the lowest responsible Bidder(s) or by operation of law. Notice of Award of Contract will be made by letter mailed to the Contractor and will be effective upon the date mailed. If the lowest Bidder withdraws its bid, declines to extend the bid or refuses the award of contract, the Authority may award the Contract to then next lowest responsive, responsible Bidder or reject all bids and re-bid the Contract. **No contract with the Authority exists until all parties have fully executed the Contract.**

Section 30 Execution of Contract, Bond and Return Of Insurance Certificates:

Within ten (10) days after receipt of the Contract, the successful Bidder, must:

- A. Sign and return the Contract to the Philadelphia Regional Port Authority, 3460 N. Delaware Avenue, Philadelphia, PA 19134; and
- B. Sign and return payment and performance bonds, on a form acceptable to the Authority executed by a surety company or companies qualified to do business in Pennsylvania:
 - a. A performance bond at 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the PRPA.

The performance bond shall remain in effect for at least twelve (12) months following the date of final acceptance of the Work.

- b. A payment bond at 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the prime contractor to whom the contract was awarded, or to any of its subcontractors, in the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. ; and
- C. Sign and return all insurance certificates required by the General and/or Special Conditions to the Contract.
- D. As the Authority is an independent agency of the Commonwealth, for the purposes and within the meaning of the Act of October 15, 1980 (P.L. 950, No. 164), known as the Commonwealth Attorneys Act, all Contracts must be approved as to form and legality by the Office of the Attorney General.

Section 31 Failure to Execute Contract:

Failure or refusal of the Contractor to properly execute the Contract Documents and/or to furnish the required Bonds and/or to furnish the required insurance certificate within the 10-day time will be viewed as a refusal to accept the Award. In the event any of these documents are not returned or properly submitted, the successful bidder shall be required to pay the Authority the lesser of the following amounts:

- A. The amount of the bid guaranty, or
- B. The difference between the amounts specified in the bid of the lowest responsible Bidder and such larger amount for which the Authority may enter into a contract with another party to perform the Work covered by said bid.

If the successful Bidder fails or refuses to properly execute the Contract Documents and/or to furnish the required Bonds and/or to furnish the required insurance certificates within the 10-day time, the Authority may award the Contract to the next lowest responsible Bidder, or reject all bids and re-bid the Contract.

Section 32 Proof of Surety's Responsibility on Contract Bond:

The surety company, which is designated by the lowest responsive, responsible Bidder for the faithful performance of the contract and prompt payment of materials, equipment and labor, shall, with its Contract Bond, furnish to the Authority a certificate showing that the amount of the Bond is within the limit of net retention, or evidence that appropriate reinsurance or other security has been obtained in conformance with Section 661 of the Pennsylvania Insurance Company Law of 1921 (40 P.S. § 832).

Section 33 Reinsurance:

If the surety has entered into an agreement for reinsurance under the foregoing paragraph, the bond shall be supported by a duplicate original of the reinsurance agreement. the reinsurance agreement must contain a "direct liability to insured" clause, enabling the Authority to maintain an action against the company reinsured jointly with the reinsurer, and upon recovering judgment against such reinsured, to have recovery against such reinsurer, for payment to the extent to which it is liable under such reinsurance and in discharge thereof.

Section 34 Veteran's Preference: The Authority recommends that contractors give preference in employment on Authority projects to veterans of the Armed Services of the United States of America.

Section 35 Provisions Concerning The Americans With Disabilities Act:

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

- A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. 35.202 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from such activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General prohibitions Against discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the American with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Authority and the Commonwealth of Pennsylvania through contracts with outside contractors.
- B. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Authority and the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, and demands, suits, and actions brought by any party against the Authority and or the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph A above.

Section 36 Environmental Statement:

According to the Commonwealth Procurement Code, Act of May 15, 1998, P.L. 358, No. 57, 62 Pa.C.S. §§ 101-4509, all invitations for bids and requests for bids for construction projects issued by any government agency shall set forth any provision of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the projects.

Section 37 Applicable Laws:

The Contractor shall obey all Federal, State, County, and municipal laws and ordinances in any way pertaining to the Work and shall obtain all permits that may be necessary for its performance if required.

The Bidder is hereby specifically notified that this Project is subject to those statutes, rules and regulations shown on the following list and the Work must be carried out in compliance with these statutes, rules and regulations.

STATE LAW (Updated 6/1/07)

I. Purdon's Statutes – Title 3 (Agriculture)

Fertilizer Act, Act of Dec. 13, 2001 (P.L. 876, No. 97 § 6701 et seq.

Soil and Plant Amendment Act, Act of Dec. 13, 2001 (P.L.876, No. 97 §1), 3 Pa.C.S.A. § 6901 et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, No. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No.9), as amended, 3 P.S. 132-1 et seq.

The PA Plant Pest Act of 1992, Act of December 16, 1992 (P.L. 1228, No. 162 § 1), as amended, 3 P.S. 258.1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Conservation District Law, Act of May 15, 1945 (P.L. 547 § 1), as amended, 3 P.S. 849 et seq.

(Relating to weather modification), Act of January 19, 1968 (P.L. (1967) 1024, § 1), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes – Title 16 (Counties)

(Relating to land use), Act of January 13, 1966 (P.L. (1965) 1292, § 1), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 334), as amended, 18 Pa. C.S.A. 101 et seq.

IV. Purdon's Statutes – Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949 (P.L. 30, art VII, § 741), as amended, 24 P.S. 7-731 et seq.

V. Purdon's Statutes – Title 30 (Fish)

The Fish and boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa. C.S.A. 101 et seq.

VI. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to water power and water supply permits), Act of June 14, 1923 (P.L. 704, § 1), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840, § 1), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46) as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166) , as amended 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422, § 1), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134 § 1), as amended, 32 P.S. 741 et seq. Repealed in Part. Section 4 of Act 1981, May 1, P.L. 22 No.9, repeals this section to “the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383, § 1), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272, § 1) as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518, §§ 1 to 3), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103 § 1), as amended, 32 P.S. 816.1 et seq.

Great Lakes Basin Compact, Act of March 22, 1956 (P.L. (1955) 1333, § 1), as amended, 32 P.S. 817.1 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848, § 1), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189, § 1), as amended, 32 P.S. 819.1 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

Relating to Preservation and Acquisition of Land for Open Space uses), Act of January 19, 1968 (P.L. (1967) 992, § 1), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996, § 2), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

VII. Purdon's Statutes – Title 34 (Game)

The game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93) as amended, 34 Pa. C.S.A. 101 et seq.

VIII. Purdon's Statutes – Title 35 (Health and Safety)

(Related to public eating and drinking places), Act of May 23, 1945 (P.L. 926, § 1), as amended, 35 P.S. 655.1 et seq. Repealed in Part. Section 6(b) of Act 1994, Dec. 12, P.L. 903, No. 131, repealed this section in so far as it is inconsistent with said act (3 Pa. C.S.A. § 6501 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899 § 1), as amended, 35 P.S. 672 et seq. (Related to the protection of public water supply), Act of June 22, 1937 (P.L. 1987, art. 1, § 1), as amended, 35 P.S. 691.1 et seq.

PA Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

PA Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535 § 1), as amended, 35 P.S. 750.1 et seq. Repealed in Part. Section 15 of Act 1990, July 1, P.L. 277, No. 67, repealed this section insofar as it related to fee payments.

PA Solid Waste- Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from abandoned mines), Act of December 15, 1965 (P.L. 1075, § 1), as amended, 35 P.S. 760.1 et seq.

Low Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12, § 101), as amended, 35 P.S. 7130.101 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400 § 1), as amended 35 P.S. 3001 et seq.

Air pollution Act, Act of January 8, 1960 (P.L. (1959) 2119, § 1), as amended, 35 P.S. 4001 et seq.

Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq. Repealed in Part. Section 905(b) of Act 1988, Feb. 9, P.L. 31 No. 12, § 101, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101 et seq.), repealed this section insofar as it is inconsistent with said act.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147, § 101), as amended, 35 P.S. 7110.101 et seq. Repealed in Part. Section 17(b) of Act 1992, Dec. 18, P.L. 1638, No. 180, provides that this section is repealed insofar as it is inconsistent with said act.

Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945(P.L. 1242 art. I, § 101), as amended, 36 P.S. 670-101 et seq. Repealed in Part. Section 4 of Act 1985, July 3, P.L. 159, No. 43 repealed this act insofar as it is inconsistent with said act.

(Related to Junkyards along Highways), Act of July 28, 1966 (P.L. 91, § 1, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S.2720.1 et seq.

X. Purdon's Statutes – Title 37 Appendix (Historical & Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72 § 1), as amended, 37 Ps.C.S.A. 101 et seq.

XI. Purdon's Statutes – Title 43 (Labor)

Related to General Safety), Act of May 18, 1937 (P.L. 654, § 1) as amended, 43 P.S. 25-1 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93, § 101), as amended, 43 P.S. 1301.101 et seq.

XII. Purdon's Statutes – Title 52 (Mines and Mining)

The Coal Min Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177, § 1) as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968)P.L. 1040, No. 318, § 1), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvements), Act of July 19, 1965 (P.L. 216, No. 117 § 1), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42, § 1), as amended, 52 P.S. 30.201 et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346, art. I, § 101), as amended, 52 P.S. 70-101 et seq.

(Related to discharge of coal into streams), Act of June 27, 1913 (PP.L. 640, § 1), as amended, 52 P.S. 631 et seq.

(Related to Caving-in, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198, § 1), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538, § 1), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095, § 2), as amended, 52 P.S. 681.1 et seq. Repealed in Part. Section 16 of Act 1971, Nov. 30, P.L. 554, No. 147, provided that this section repealed insofar as it is inconsistent with Act No. 147.

(Related to control and drainage of water from coal formations), Act of July 7, 1955 (P.L. 258 § 1), as amended, 52 P.S. 682 et seq.

PA Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659, art. I, § 101), as amended, 52

P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141 § 1), as amended, 52 P.S. 809 et seq.

(Related to maps and plans of mines), Act of June 15, 1911 (P.L. 954, § 1), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198, § 1), as amended, 52 P.S. 1396.1 et seq. Repealed in Part. Section 27 of Act 1984, Dec. 19, P.L. 1093, No. 219, provides that, except as provided in § 3304 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp.Sess., § 1), as amended, 52 P.S. 1406.1 et seq.

(Related to cave-in or subsidence of surface above mines), Act of July 2, 1937 (P.L. 2787, § 1), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133 § 1), as amended, 52 P.S. 1471 et seq.

(Related to Coal under State Lands), Act of June 1, 1933 (P.L. 1409, § 1), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994, § 1), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068 § 1), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966 (P.L. 40, Sp. Sess. No. 1, § 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219, § 1), as amended, 52 P.S. 3301 et seq.

XIII. Purdon’s Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825, § 1), as amended, 58 P.S. 401 et seq.

PA Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No 223, § 101), as amended, 58 P.S. 601.101 et seq. Repealed in Part. Section 4 of Act 1985, July 11, P.L. 232, No. 57, repealed this act insofar as it is inconsistent with said act.

XIV. Purdon's Statutes Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322, § 1), as amended, 63 P.S. 1001 et seq.

XV. Purdon's Statutes – Title 64 (Public Lands)

PA Appalachian Trail Act, Act of April 28, 1978 (P.L. 87 No. 41 § 1), as amended, 64 P.S. 801 et seq.

XVI. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, art. I, § 1), as amended, 71 P.S. 51 et seq.

XVII. Purdon's Statutes – title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess., No.8, § 1), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution control services), Act of March 4, 1971 (P.L. 6, No. 2 § 602.1, added 1971, Aug. 31, P.L. 362, No. 93 § 6), as amended, 72 P.S. 7602.1 et seq.

Purdon's Statutes – Title 73 (Trade and Commerce)

Infrastructure Development Act, Act of July 11, 1996 (P.L. 677, No. 116 § 1), as amended, 73 P.S. 393.21 et seq.

(Related to Explosives), Act of July 1, 1937 (P.L. 2681, § 1), as amended, 73 P.S. 151 et seq.; Suspended in Part. This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. See 71 P.S. § 751-35.

(Related to Explosives), Act of July 10, 1957 (P.L. 685, § 1), as amended, 73 P.S. 164 et seq. Suspended in Part. Section 164 is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. See 71 P.S. 751-35.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96 § 1) 73 P.S. 169 et seq.

(Related to excavation and demolition), Act of December 10, 1974 (P.L. 852, No. 287, § 1),

as amended, 73 P.S. 176 et seq.

XVIII. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162 No. 81 § 1), as amended, 75 Ps. C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81 § 1), as amended, 75 Pa. C.S.A. 7701 et seq.

(Related to hazardous materials transport), Act of June 30, 1984 (P.L. 473, No. 99 § 4), 75 Pa. C.S.A. 8301 et seq.

XX. Purdon's Statutes – Title 77 (Workmen's Compensation)

Worker's Compensation Act, Act of June 2, 1915 (P.L. 736, art. 1, § 101), as amended, 77 P.S. 1 et seq.

PA Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284, § 101), as amended, 77 P.S. 1201 et seq.

XXI. Other Statutes

(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988 (P.L. 525, No. 93 § 1), 35 P.S. § 6019.1 et seq.

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101 § 1501), 53 P.S. § 4000.1501.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108 § 101), 35 P.S. § 6020.101.

**XXII. Pennsylvania Constitution – Article I, Section 27
(Adopted May 18, 1971)**

FEDERAL LAW

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912).

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1915).

Americans with Disabilities Act, (42 U.S.C. 121011-12213 and 42 U.S.C. 225 and 611).

Asbestos Hazard Emergency Response Act of 1986 [see Toxic Substances Control Act secs.

201-214 (15 U.S.C. 2641-2656)

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114).

Aviation Safety and Noise Abatement Act of 1979 (49 U.S.C. 47501-47510).

Clean Air Act (42 U.S.C. 7401-7642).

Clean Water Act [see Federal Water Pollution Control Act].

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1466).

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675).

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11001-11050).

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798).

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375).

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136-136y).

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784).

Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164).

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note).

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662).

Low-level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d).

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

National Climate Program Act (15 U.S.C. 2901-2908).

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370f).

Noise Control Act of 1972 (42 U.S.C. 4901-4918).

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270).

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866).

Public Health Service Act (42 U.S.C. 300f-300j-11).

Safe Drinking Water Act [see Public Health Services Act secs. 1401-1451 (42 U.S.C. 300f-300j-26).]

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009).

Solid Waste Disposal Act (42 U.S.C. 6901-6991i).

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328).

Toxic Substances Control Act (15 U.S.C. 2601-2692).

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942).

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309).

Section 38 Prevailing Wage

Pennsylvania Prevailing Wage Act 442: All employees performing work on the site under this contract shall be paid at least the applicable prevailing wages for the respective occupation classifications designated, as set forth in the minimum wage schedule attached, for the applicable part of the specification. The Contractor shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the secretary, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages. The Prevailing Minimum Wage Predetermination, if applicable to the project, is a separate section of these Contract Documents, attached hereto and made a part hereof.

1. The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workman employed in the performance of the Contract are included in this Project Manual.

The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963, (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

2. The Contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this Section.

3. The Contract provisions shall apply to all work performed on the contract by the Contractor

and to all work performed on the contract by all Subcontractors.

4. The Contractor shall insert in each of their subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

5. The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary of Labor and Industry. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

6. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relations which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deduction or rebate, on any account, whether directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on the public work.

7. The Contract shall provide that the Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places used by them to pay workmen their wages. The posted notices of wage rates must contain the following information:

- a. Name of project.
- b. Name of public Bid of which it is being constructed.
- c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
- d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- e. The statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

8. The Contract shall provide that the Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day and the actual hourly rate of wage paid (including employee benefits) to each workman employed by them in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall

be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.

9. The Contract shall provide that apprentices shall be limited to such members as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

10. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

12. The Contract shall also provide that each Contractor and each Subcontractor shall file a notarized statement each week and a final statement at the conclusion of the work on the contract with the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Classification of workman used on the certified payroll form shall exactly match the classifications put forth by the Department of Labor and Industry in their prevailing wage determination for the project.

13. The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

39. Non-Discriminating Provision:

A. The Contractor agrees that he will comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the job site pursuant to this contract.

The Contractor, therefore, agrees:

1. The Contractor will not discriminate or permit discrimination by his agents, servants or employees against any employee or applicant for employment with record to hiring, tenure of employment, promotion, terms, conditions or privileges of employment at the job site covered by

this contract, because of race, color, religion, age or national origin, and will take such affirmative action as in hereinafter set forth to prevent same.

2. The Contractor will, in all publications or advertisements for employees to work at the job site covered by this contract, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age or national origin.

3. The Contractor will send to each labor union or representative of the workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Pennsylvania Human Relations Commission, advising the said labor union or workers representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to his employees and applicants for employment.

4. The Contractor shall supply the Owner with a periodic report, called a "Compliance Report", relating to work performed at the job site under this contract as may be required by the Pennsylvania Human Relations Commission. The Commission shall at all times have access to the employment records of said Contractor for purposes of investigation to ascertain compliance with rules, regulations, and orders of the Pennsylvania Human Relations Commission, relating to discrimination.

5. The Contractor shall insert the provisions of subsection c-1, 2, 3 and 4 of the above in all subcontracts which are entered into by the Contractor under this contract requiring work to be done at the job site, as covenants to be binding upon such Subcontractors.

6. Compliance by the Contractor with subsections c-1, 2, 3, 4 and 5, above shall discharge the Contractor from liability hereunder, relating to non-discriminatory provisions of this agreement.

7. The Liability of the Subcontractor: The Subcontractor of the Contractor under subsection c-5 above shall have the same responsibilities and obligations as the Contractor to comply with the provisions of subsections c-1, 2, 3, 4 and 5 thereof, and shall be subject to the applicable penalties for failure to comply as hereinafter set forth in subsection c-8 hereinafter.

8. Penalties for failure to comply: It is hereby agreed that the failure to comply with the foregoing requirements shall constitute a substantial breach of this contract.

B. In the event the Pennsylvania Human Relations Commission, after investigation and hearing, shall determine that the Contractor or Subcontractor, as the case may be, has failed to comply with any of the provisions of subsections c-1, 2, 3, 4, 5 and 6 hereof, the Commission in addition to issuing any order it deems appropriate pursuant to Section 9 of the Pennsylvania Human Relations Act, shall certify such findings to the Owner with a recommendation for termination of the contract or subcontract, as the case may be, or with a recommendation that such Contractor or Subcontractor be declared ineligible for any further public works contracts or subcontracts for a period of not more than two years from the date of such recommendations.

C. Should the Owner adopt the recommendation to direct the Contractor to terminate a subcontract entered into by the Contractor under this contract, written notice of this fact shall be given to the Contractor by registered mail addressed to the Contractor registered office in Pennsylvania, and it shall then be the obligation of the Contractor to terminate such subcontract pursuant to said written notice.

D. Should the Owner adopt the recommendation to declare the Contractor or Subcontractor, as the case may be, ineligible for further public works contracts or subcontracts, written notice of this fact and of the duration of such period of ineligibility shall be given to the Contractor or Subcontractor by registered mail addressed to the Contractor or Subcontractor registered office in Pennsylvania.

E From any order of the Pennsylvania Human Relations Commission, the Contractor or Subcontractor, as the case may be, shall have a right of appeal as in other cases provided by law, and the Owner shall not act upon the recommendation of the Commission specified in subsection 8 above until the Contractor or Subcontractor has exhausted the right-to-appeal provided by law, or the time for such appeal shall have expired.

PART 2

BID FORM

Delete the requirements for Apprenticeship Training (Bid Form Section II, v, page2) and TWIC Cards (Bid Form Section III, iv, page 4)

I. Monetary Section:

The undersigned, _____ (“Contractor”), having familiarized himself/herself/themselves/itself with the local conditions affecting the cost of the work and with the contract documents, including the Bid Forms (to include (i) the Monetary Section, (ii) the Contractor Responsiveness Section, (iii) the Contractor Responsibility Section, (iv) the Acknowledgment of Disclaimers Section and (v) Representation and Authorization Section), Instructions to Bidders, Diversity Inclusion Plan Forms, General Conditions, Plans and Specifications, and other Bidding and Contract Documents, hereby proposes to hold the following prices firm for a one year period (March 1, 2017 through February 28, 2018) with the option to extend for two additional one year periods for cleaning services at the Philadelphia Regional Port Authority Administration Building.

Approximately 44,759 sq. ft. to be cleaned.

Base Bid Amount: Base bid price per square foot to perform required cleaning services

_____ \$ _____
Total Price Written in Words Total Price Written in Figures

Add Alternate #1: Base bid price per square foot to perform required cleaning services

_____ \$ _____
Total Price Written in Words Total Price Written in Figures

II. Contractor Responsiveness Section:

A. The Contractor certifies to the best of its knowledge, information and belief that:

- i.* that the Contractor and its subcontractors required to be disclosed or approved by the Authority, that as of the date of its execution of this Bid, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- ii.* that as of the date of its execution of this Bid it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

- iii. it possesses all required business, contracting and trade licenses required to perform the work.
- iv. it possesses all the technical qualifications and resources, including equipment, personnel and financial resources, to perform the work.
- v. ***Not Applicable*** - it (or the labor force) participates in an approved Apprenticeship Program for each craft or trade of the labor force contemplated to perform the work and such program being currently registered with the Pennsylvania Apprenticeship and Training Council and that it has apprentices and trainees currently participating.
- vi. the information provided in connection with this Bid on the Diversity Inclusion Plan Forms is accurate and the mandatory information on form is filled out completely.
- vii. it shall perform on the site and with its own organization at least 20 percent of the total amount of work to be performed under this contract.

B. The Contractor shall perform the following work:

Percentage of work to be performed by my organization _____% Estimate cost of work to be performed by my organization

\$ _____

III. Contractor Responsibility Section:

A. The Contractor certifies that:

- i. It has a satisfactory record of past contract performance and past law compliance that demonstrates a solid history of both technical competency and business integrity sufficient to justify receiving a Port Authority contract; and
- ii. It currently possesses all qualifications, skills, resources, equipment personnel, financial resources and other required performance capabilities needed to successfully complete the prospective contract it is seeking to perform; and
- iii. It will comply with all relevant security requirements;

iv. **Not Applicable** - It will have sufficient workforce that possess Transportation Worker Identification Credentials to gain access and properly perform the work by the date of Notice to Proceed with the work.

v. **Not Applicable** - It will continue to utilize labor enrolled in apprenticeship programs for the full duration of the contract work.

B. The Contractor certifies the following responses to the questions posed to assist the Authority in its determination of Contractor Responsibility:

1. Has the Contractor been suspended and/or debarred or voluntarily agreed not to bid as a result of an action by any federal, state or local government agency or authority in the past three years?

Yes No

2. Has any officer, director, owner or managerial employee of the Contractor been convicted of a felony relating to construction, maintenance, service or repair contracting industries?

Yes No

3. Has the Contractor defaulted on any project in the past three years?

Yes No

4. Has the Contractor had any type of business, contracting or trade license revoked or suspended by any government agency or authority in the past three (3) years?

Yes No

5. Has the Contractor been found in violation of any other law relating to its contracting business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety* laws, by a final decision of a court or government agency authority in the past three (3) years?

Yes No

*For purposes of this question, violations of safety laws may be limited to serious or willful safety violations.

6. Has the Contractor been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three years?

Yes No

C. Contractor's Vendor Data Management Unit Number is: _____

IV. Acknowledgment and Disclaimers Section:

It is understood that the right is reserved by the Philadelphia Regional Port Authority to reject any or all bids and to waive any informalities in the bids.

Submission of false or misleading information or statements in connection with this Certification shall render the Contractor ineligible to perform work for the Authority and/or shall be considered a material breach of any contract entered and entitle the Authority to all applicable remedies available at law or in equity.

Failure to submit or fully complete this Certification shall render the Contractor ineligible for the prospective contract.

Further, in the event Contractor fails to gain entry or cannot perform work due to noncompliance, the Authority reserves the right to provide escorts to be billed to the Contractor with no increase in cost under the contract or terminate the contract for failure to perform.

V. Representation and Authorization Section:

By making this Bid, Bidder understands, represents, acknowledges and certifies:

- a) That the foregoing representations regarding the past performance and present qualifications of the undersigned Contractor are true and correct;
- b) The bidder has read and understands the terms and conditions of the Invitation for Bids and this bid is made in accordance with those terms and conditions;
- c) The item(s) offered in the bid will be in conformance with the specifications referenced in the Instructions for Bids without exceptions;
- d) The price(s) and amount of the Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder or potential bidder;
- e) Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed prior to the bid opening;
- f) No attempt has been made or will be made to induce any firm or person to refrain from bidding on the contract, or to submit a bid higher than the bid, or to submit an intentionally high or noncompetitive bid or other form of complementary bid;
- g) The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid;

- h) This bid has been completed by an authorized representative of the Contractor that the sufficient knowledge and information to address all matter addressed herein;
- i) If an award is made to the bidder, the bidder agrees that it intends to be legally bound to the contract that is formed between the Authority and the bidder; and
- j) If an award is made to the bidder, the bidder will enter into and execute a contract based upon this bid, without delay, upon notice of award of contract, and will not withdraw this bid, prior to sixty (60) days following the date of opening of bids.

[Signature page to follow; select the page that is appropriate to your form of business organization.]

BID PROPOSAL FORM / SIGNATURE PAGE



For Individual Bidder

Name of Bidder (Printed)

Signature of Individual

Trading and doing business

as _____

Business Address _____

Tax Identification Number

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

////////////////////////////////////

For Limited Liability Company (LLC) Bidder

[Name of Contractor]

(Print Name of Limited Liability Company)

Attest: _____
Signature of an authorized representative*

By: _____
Signature of authorized representative**

Tax Identification Number

(Print name of representative)

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___ This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days. The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

PART 3

GENERAL CONDITIONS

Exhibit "A"
GENERAL CONDITIONS
FOR SERVICE CONTRACTS

Section I. Definitions:

The following terms and expressions used in the Contract Documents shall be defined and understood as follows:

"Authority" shall mean the Philadelphia Regional Port Authority.

"City" shall mean the City of Philadelphia.

"Commonwealth" shall mean the Commonwealth of Pennsylvania.

"Contract" shall mean the contract between the Authority and the Contractor.

"Contract Documents" shall mean the documents described in Article IV of the Contract.

"Contractor" shall mean the party of the second part to the Contract.

"Contract Sum" shall mean the amount stated in Article II of the Contract for the payment to the Contractor.

"Contracting Officer" The Contracting Officer shall be the Procurement Director prior to the execution of the Contract. Subsequent to the execution of the Contract, the Contracting Officer shall be the Director of Engineering of the Authority.

"Date of Completion" shall mean the last day of the term specified in Article III of the Contract for the completion of the Work.

"Day(s)" shall mean the number of days, excluding the first and including the last day of such period. Whenever the last day of any such period shall fall on a Saturday or Sunday, or on any day made a legal holiday by the laws of the Commonwealth or the United States, such day shall be omitted from the computation.

"Engineer" shall mean either the Director of Engineering of the Authority, or any successor or successors duly appointed in writing by the Director of Engineering, or any deputy or substitute who may be so designated, in writing, by the Executive Director or through a duly authorized representative within the scope of the particular duties assigned such representative.

"Executive Director" shall mean the Executive Director of the Authority, or any deputy or substitute who may be so designated in writing by the Executive Director.

“Inspector” shall mean the representative of the Engineer assigned to the inspection of the Work under the Contract.

“Plans” shall mean the general plans and designs accompanying the Specifications and such supplementary drawings as may be furnished from time to time.

“Professional” shall mean the Engineer unless designated otherwise.

“Project” shall mean the total of the work to be performed under the Contract and any other separate prime contracts as so designated by the Authority.

“Site” shall mean the location where the construction or services will be performed or where the materials or equipment will be used pursuant to the Contract.

“Special Conditions” shall mean those special conditions which modify the General Conditions.

“Specifications” shall mean the written documentation accompanying the Plans, which set forth the Work to be performed and the methods to be used to perform the Work.

“Subcontractor” shall mean persons, firms, or corporations having a direct contract with the Contractor to perform a portion of the Work specified, but not including those who merely furnish materials or equipment.

“Work” shall mean the subject matter of the Contract, *i.e.*, the labor or service to be performed and/or the material and/or equipment to be supplied, delivered and/or installed as stated in Article I of the Contract or otherwise as described in the Contract Documents.

“Working Day” shall mean a calendar day except Saturday, Sunday, and any day made a legal holiday by the laws of the Commonwealth or the United States.

Wherever in the Specifications or the Plans the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, or words of similar meaning are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended, and similarly the words “approved”, “acceptable”, “satisfactory”, or words of similar meaning, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Executive Director. Reference herein to the terms “offeror” and “offerors” shall also include prospective offerors.

Section II. Payment:

A. The Contractor shall invoice the Authority on a monthly basis for actual time expended at the rates listed on Exhibit "B". Provided the Contractor has performed its services in accordance with this Contract, the Authority shall pay the Contractor for such services within forty-five (45) days from the date of receipt by the Authority of the Contractor's invoice. All invoices are to be sent to

the Accounts Payable Department of the Authority at the address listed on the Contract.

Section III. Disputes:

A. All claims, disputes and other matters in question between the parties to this Contract arising out of or relating to this Contract or the breach thereof, shall be decided by arbitration before the Board of Claims created by Pa. Stat. Ann. tit. 72, § 4651-1 et seq., in the manner and under the terms and conditions provided therein. If the total amount in controversy does not amount to three hundred dollars (\$300.00) or more, or if, for any reason, the Board of Claims cannot exert jurisdiction over the matter, the matter shall be referred to and decided by a panel consisting of the Executive Director of the Authority and the Director of Real Estate and Insurance of the Authority or their respective deputy or deputies.

Section IV. Nondiscrimination:

A. In accordance with Pa. Stat. Ann. tit. 55, § 697.16, the nondiscrimination and contract compliance plans used by the Authority are required to be the same as those used by the Commonwealth of Pennsylvania's Department of General Services.

B. During the term of this Contract, the Contractor agrees to comply with the following "nondiscrimination clause":

i. The Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall in advertisements or requests for employment placed by it or on its behalf state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex;

D. The Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the Contractor;

E. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations the "Contract Compliance Regulations", 16 Pa. Code Chapter 49) issued by the Pennsylvania Human Relations Commission (the "Commission") or with the terms and provisions of this

nondiscrimination clause that the Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct such discrimination, such factor shall be considered in mitigation in determining appropriate sanctions;

F. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under the Contract Compliance Regulations or pursuant to the terms and provisions of this nondiscrimination clause, the Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures;

G. The Contractor shall comply with the Contract Compliance Regulations, which are incorporated herein by reference as if fully set forth herein, and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor's noncompliance with the terms and provisions of this nondiscrimination clause or with any such laws, the Contractor may, after hearing and adjudication, be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for other contracts with agencies of the Commonwealth of Pennsylvania, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations;

H. The Contractor shall furnish to the Authority and the Commission, all necessary employment documents and records and shall permit access by the Authority and the Commission to the Contractor's books, records, and accounts, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Authority or the Commission;

J. The Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees;

K. The Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor;

L. The terms used in this nondiscrimination clause shall have the same meanings as used in the Contract Compliance Regulations; and

M. The Contractor's obligations under this nondiscrimination clause are limited to the Contractor's facilities within the Commonwealth of Pennsylvania.

Section V. Termination and Suspension:

A. For the convenience of the Authority, this Contract may be terminated for any reason by the Authority after seven (7) calendar days' written notice to the Contractor. In the event of termination under this Section V. (A.), the Contractor shall be paid that portion of the payment due to the Contractor hereunder which represents the compensation for services performed to the date of termination and all termination expenses. Termination expenses are defined as those expenses arising prior, during, and subsequent to termination that are directly attributable to the termination.

B. This Contract may be terminated by either party hereto upon seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the party initiating the termination. In the event of termination under this Section V. (B.), the Contractor shall be paid that portion of the payment due to the Contractor hereunder which represents the compensation for services performed to the date of termination.

C. The Authority may, in writing, order the Contractor to suspend all or any part of the Contractor's services hereunder for the convenience of the Authority. In the event of suspension under this Section V (C.), notwithstanding Article II of this Contract, an equitable adjustment in the Contractor's compensation shall be made for the increase, if any, in the cost of the Contractor's performance of this Contract caused by such suspension, and this Contract shall be modified in writing accordingly.

Section VI. Contractor Integrity:

A. The following terms used in this Section VI shall be defined and understood as follows:

"Confidential" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority;

"Consent" means written permission by a duly authorized member or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract;

"Financial Interest" means ownership of more than a five (5) percent interest in any business; or holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management; and

"Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- B. The Contractor shall maintain professional standards of integrity in the performance of the services required hereunder and shall take no action in violation of federal or state laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania or the authority.
- C. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
- D. The Contractor shall not, in connection with this Contract or any other contract with the Authority or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any member or employee of the Authority or the Commonwealth of Pennsylvania.
- E. The Contractor shall not, in connection with this Contract or any other contract with the Authority or the Commonwealth of Pennsylvania, directly or indirectly, offer, give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any member or employee of the Authority or the Commonwealth of Pennsylvania.
- F. Except with the consent of the Authority or the Commonwealth of Pennsylvania, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of the services required hereunder except as provided herein.
- G. Except with the consent of the Authority, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material for the services required hereunder.
- H. The Contractor, upon being informed that any violation of this Section VI has occurred or may occur, shall immediately notify the Authority in writing.
- I. The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant hereto, certifies and represents that the Contractor has not violated any of these provisions.
- J. The Contractor shall, upon request of the Authority or the Office of State Inspector General, reasonably and promptly make available to the Authority and that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this Contract or which are otherwise relevant to the enforcement of this Section VI.
- K. For a violation of this Section VI, the Authority may terminate this Contract and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of this Section VI, claim damages for all expenses incurred in obtaining another appraiser to complete performance under this Contract, and debar and suspend the Contractor from

doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority and/or the Commonwealth of Pennsylvania may have under law, statute, regulation or otherwise.

Section VII. Commonwealth Audit:

A. The funds for this Contract are subject to audit by the Authority and other agencies and representatives of the Commonwealth of Pennsylvania in accordance with applicable laws and regulations. The Authority reserves the right to perform additional audits of a financial/compliance, economy/efficiency or program results nature, if deemed necessary.

B. The Contractor will submit to the Authority copies of any audits conducted by or at the request of the Contractor that involve the funds for this Contract.

Section VIII. Insurance:

A. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Contractor's services required under this Contract, the types of insurance specified in this Section VIII. The insurance required by this Section VIII shall be procured from reputable insurers, acceptable to the Authority and authorized to do business in the Commonwealth of Pennsylvania. The insurance required by this Section VIII, except the Contractor Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed pursuant to this Contract until the required evidence of insurance has been furnished to the Authority. If the Contractor fails to obtain or maintain the required insurance, the Authority shall have the right to treat such failure as a material breach of this Contract and to exercise all appropriate rights and remedies. The insurance policies required by this Section VIII shall provide for at least thirty (30) calendar days' prior written notice to be given to the Authority in the event coverage is materially changed, cancelled or non-renewed.

B. The Authority and the Commonwealth of Pennsylvania, their officers, employees, and agents are to be named as additional insureds on the General Liability Insurance policy of the Contractor. In addition, an endorsement to the insurance policy is required stating that the coverage afforded the Authority and the Commonwealth of Pennsylvania and their officers, employees, and agents as additional insureds will be primary to any coverage available to the Contractor.

C. The amount of Insurance required by this Section VIII is as follows:

i. Workers Compensation and Employers Liability:

Workers Compensation: Statutory limits.

Employers Liability: \$500,000 each accident - bodily injury by accident

\$500,000 each employee - bodily injury by disease

\$500,000 policy limit - bodily injury by disease.

Other States' coverage and Pennsylvania endorsement.

ii. General Liability Insurance:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage;
\$1,000,000 personal and advertising injury;
\$2,000,000 general aggregate.

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

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability.

Coverage: Owner, non-owned and hired vehicles.

iv. Professional Liability Insurance:

Limit of Liability: \$1,000,000 with a deductible not to exceed \$25,000.

Coverage: Errors and omissions.

Coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the insurance policy or "tail" coverage for a period of at least two (2) years after completion of the services.

D. Certificates of insurance evidencing the required coverages shall be submitted to the Authority's Insurance Department at least ten (10) calendar days before work is begun. This ten (10) calendar day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the Authority, but under no circumstances shall the Contractor actually begin work without providing the required evidence of insurance. The Authority reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) calendar days' prior written notice to the Contractor.

E. It is expressly understood and agreed that the furnishing of insurance pursuant to this Section VIII shall in no way limit the liability or responsibilities and obligations of the Contractor as provided in this Contract.

Section IX. Indemnification:

A. The Contractor shall indemnify, defend, and hold harmless the Authority and the Commonwealth of Pennsylvania, and their officers, employees, and agents, from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily injury, personal injury, or damage to tangible property to the extent occasioned wholly or in part by the Contractor's act or omission or the act or omission of the

Contractor's agents, contractors (including subcontractors and suppliers), officers, employees, or servants pursuant to this Contract.

Section X. Ownership of Documents:

A. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Contractor in accordance with this Contract are and shall remain the property of the Authority. Any use or reuse by the Contractor without the express written approval of the Authority will be at the Contractors sole risk and without liability or legal exposure to the Authority.

Section XI. Sovereign Immunity:

A. The Contractor acknowledges that the Authority, as an agency of the Commonwealth of Pennsylvania, enjoys sovereign immunity as provided in Section 18 of the Philadelphia Regional Port Authority Act, Pa. Stat. Ann. tit. 55, § 697.18.

Section XII. Notices:

A. All notices required by this Contract or other communications to either party by the other shall be deemed given when made in writing and received or when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as on the Service Contract.

Section XIII. Entire Contract:

A. This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings, negotiations, and discussions, both written and oral, among the parties hereto with respect to the subject matter hereof.

Section XIV. Severability:

A. The provisions of this Contract are severable and if any of its provisions become or are found to be unlawful, the decision so holding shall not be construed to impair or affect the enforceability of the remaining provisions of this Contract or any part hereof.

Section XV. Amendments:

A. This Contract may not be amended or modified in any way except by a written instrument executed by each of the parties hereto. In the event that an amendment to this Contract is desired by either party, the party wishing to amend must present the proposed amendment in writing to the other party. If the amendment is accepted by the other party, a true copy of the amendment shall be signed by the parties' official representatives and shall be attached as a rider to this Contract.

Section XVI. Section Headings:

A. The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Contract.

Section XVII. Other Laws:

A. Any and all other applicable state or federal laws not specifically mentioned in this Contract shall also apply to the parties.

Section XVIII. Governing Law:

A. This Contract shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof.



**Philadelphia Regional
Port Authority**

PRPA DIVERSITY AND INCLUSION POLICY

Diversity and Inclusion Policy Minimum Participation Levels

PRPA has established the following minimum participation levels (MPLs) for Disadvantaged Business Enterprises in accordance with a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015, the provisions of which are incorporated as though fully set forth herein.

Categories:

- Minority Owned Business Enterprise
- Women Owned Business Enterprise
- Service-Disabled Veteran or Veteran Owned Business Enterprise
- LGBT Owned Business Enterprise

To be credited with minimum participation, the Prime Bidder must provide a minimum of **five percent (5%)** participation in any category selected, **must select at least two (2) categories**, and must have a total participation of **twenty percent (20%)**.

A PRIME CONTRACTOR WHO IS CERTIFIED IN ONE OF THE ABOVE MENTIONED CATEGORIES CANNOT APPLY THEIR OWN CERTIFICATION TO THE COMMITMENT PERCENTAGES.

ACCEPTED CERTIFICATIONS

- Unified Certification Program (UCP) *
(Every state has its own Unified Certification Program. This links to the Pennsylvania Unified Certification Program.)
- Woman's Business Enterprise National Council (WBENC)
- National Minority Supplier Development Council (NMSDC)
- United States Small Business Administration (SBA) 8(a) Program *
- Vets First Verification Program at vetbiz.gov
- National Gay & Lesbian Chamber of Commerce (NGLCC)

03/16/2016

Exhibit "A"

PHILADELPHIA REGIONAL PORT AUTHORITY

Diversity Inclusion Plan (Construction)

TABLE OF CONTENTS

	<u>PAGE</u>
I. POLICY STATEMENT	1
II. DIVERSITY INCLUSION PLAN	1
III. DEFINITIONS.....	1
IV. CONTRACTOR COMPLIANCE GENERALLY	5
V. PROCEDURES – CLAUSES INCLUDED IN BIDDING AND CONTRACT DOCUMENTS.....	7
VI. PROCEDURE TO SOLICIT PARTICIPATION.....	10
VII. PROCEDURE TO EVALUATE BIDS	11
VIII. PROCEDURES – RECORDS AND REPORTS.....	13

EXHIBITS

Exhibit 1	DBE Solicitation and Commitment Statement
Exhibit 2	Standard Form of PRPA's Letter to Prime Contractor After Award of Contract
Exhibit 3	Standard Form of Prime Contractor's Letter to Subcontractors After Notice of Award to Prime Contractor
Exhibit 4	Prime Contractor's DBE Monthly Reporting Form Summarizing Payments Made
Exhibit 5	Subcontractor's DBE Monthly Reporting Form Summarizing Payments Received
Exhibit 6	PRPA's Monthly DBE Business Utilization Report

I. POLICY STATEMENT

The Board of the Philadelphia Regional Port Authority, an independent agency of the Commonwealth of Pennsylvania, pursuant to Sections 697.4 and 697.6(c)(5) of the Philadelphia Regional Port Authority Act, has adopted a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015 (the “Diversity Inclusion Policy” or the “Policy”).

It is the policy of the Philadelphia Regional Port Authority (“PRPA”) to promote opportunities for full participation by Minority-owned, Women-owned, Veteran-owned or Service-Disabled-Veteran-owned and LGBT-owned small businesses, hereafter collectively referred to as disadvantaged business enterprises (“DBEs”) in all project-related construction contracts to the greatest extent feasible and to do so by insuring that all Prime Contractors do not discriminate in the solicitation, award and administration of construction subcontracts on PRPA’s projects.

Further, PRPA’s policy is to extend the applicability of the Diversity Inclusion Policy to other professional and non-professional services for which PRPA contracts.

II. DIVERSITY INCLUSION PLAN

A. DBE Requirements

PRPA shall take all necessary and appropriate steps to assure that its Prime Contractors do not discriminate and use DBEs in accordance with this Diversity Inclusion Plan (the “Diversity Inclusion Plan” or the “Plan”) for all project-related construction contract awards that exceed the bidding threshold established annually for authorities in Pennsylvania.¹

III. DEFINITIONS

- A. Bidder Responsiveness - Actions taken by a Prime Bidder to seek participation by Subcontractors as defined below who are DBEs, and documented in the bid. Responsiveness includes submission at the time of the bid of the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1), and, if needed, documentation providing an explanation for failure to achieve minimum levels of participation (MPLs). This documentation must demonstrate that the bidder has not engaged in discriminatory practices and may include a description of any barriers or impediments encountered despite the actions taken.
- B. Bidder Responsibility – Demonstration of non-discrimination in the selection of Subcontractors. Bidders are presumed to meet these responsibilities if minimum participation levels established for the project on the pertinent subcontract are achieved. Non-discrimination can also be demonstrated by submitting

¹ Although the Plan is termed the “Diversity Inclusion Plan,” the intent of the Plan is to achieve both Diversity and Inclusion, as two distinct characteristics, with respect to its construction contracts.

supplemental evidence that failure to achieve the MPLs was not motivated by consideration of race, gender or other impermissible criterion; that DBEs were not treated less favorably than others; and that solicitation and commitment decisions were not based upon policies which disparately affect DBEs.

C. Business Enterprise - Any legal entity that is organized in any form other than as a joint venture (e.g., sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions.

D. Contractor - An entity that contracts with the PRPA to perform work in connection with a construction project.

E. Control - The exclusive, ultimate and sole control of a business including, but not limited to, capital investment and all other financial, property acquisition, contract negotiation, and legal matters, officer-director-employee selection and comprehensive hiring, operating responsibility, cost-control matters, income and dividend matters, financial transactions, and rights of other shareholders or partners. Control shall be real, substantial, and continuing, not merely pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management, and operations. Control shall be exemplified by possession of the requisite knowledge and expertise to operate the particular business. Control shall not be vested in majority or absentee ownership. Control by a DBE defined herein shall not be deemed to exist in any case where any majority owner or employee of the business is disproportionately responsible for the operation of the firm.

F. Disadvantaged Business Enterprise (DBE)

A Business Enterprise that is:

1. an MBE
2. a WBE
3. a Veteran or Service-Disabled Veteran Business Enterprise
4. an LGBT Business Enterprise

G. LGBT Business Enterprise

A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a LGBT Person; or
2. a partnership or joint venture of Business Enterprises controlled by LGBT Persons in which 51% of the beneficial ownership interest is held by LGBT Persons; or

3. a corporation or other entity controlled by LGBT Persons in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by LGBT Persons.

H. LGBT Person

Persons who identify as lesbian, gay, bisexual, or transgender.

I. Minority Business Enterprise (MBE)

A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a Minority Person; or
2. a partnership or joint venture of Business Enterprises controlled by Minority Persons in which 51% of the beneficial ownership interest is held by Minority Persons; or
3. a corporation or other entity controlled by Minority Persons in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Minority Persons.

J. Minority Person

Persons who are citizens of the United States and who are Black Americans, Hispanic Americans, Native Americans, Asian-Indian Americans, or Asian-Pacific Americans.

1. Black (African) Americans - Persons having origins from any of the Black groups of Africa. The term includes persons having origins in any of the original peoples of the Cape Verdes Islands.
2. Hispanic Americans - Persons having their origins from one or more of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America or the Caribbean Islands.
3. Native Americans - Persons having origins from one or more of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
4. Asian-Indian – Persons having origins from one or more countries in south Asia, including India and Pakistan.
5. Asian-Pacific Americans - Persons having origins from one or more of the original peoples of the Far East, Southeast Asia or the Pacific Islands, including China, Japan, Korea, Samoa, and the Philippine Islands.

K. Owner – PRPA

L. Prime Bidder and Prime Contractor

For DBE purposes, the term, "Prime Bidder" means a Business Enterprise that submits a bid to PRPA (e.g., general contractors, plumbing contractors). A Prime Contractor is a Prime Bidder that has received an award from PRPA.

M. Service-Disabled Veteran Business Enterprise. A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a Service-Disabled Veteran; or
2. a partnership or joint venture of Business Enterprises controlled by Service-Disabled Veterans in which 51% of the beneficial ownership interest is held by Service-Disabled Veterans; or
3. a corporation or other entity controlled by Service-Disabled Veterans in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Service-Disabled Veterans.

N. Service-Disabled Veteran.

Persons who are Veterans and either (1) are "disabled veterans" as defined in 5 USC 2108(2) (i.e. "individuals who have served on active duty in the armed forces, have been separated therefrom under honorable conditions, and have established the present existence of a service-connected disability or are receiving compensation, disability retirement benefits, or pension because of a public statute administered by the Department of Veterans Affairs or military department") or (2) have a disability as defined in the Social Security regulations, 42 USC 423 (i.e. "an inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted, or can be expected to last for a continuous period of not less than 12 months") and have a present determination of a disability by the Social Security Administration or Veterans Administration.

O. Subcontractor. A Business Enterprise that has a contract with a Prime Contractor to supply labor, equipment, materials or supplies for a project as a manufacturer, vendor, supplier or subcontractor.

P. Veteran. Persons who served in honorably in the United States military.

Q. Veteran Business Enterprise.

1. a sole proprietorship, owned and controlled by a Veteran; or
2. a partnership or joint venture of Business Enterprises controlled by Veterans in which 51% of the beneficial ownership interest is held by Veterans; or

3. a corporation or other entity controlled by Veterans in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Veterans.

R. Women's Business Enterprise (WBE). A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a Woman; or
2. a partnership or joint venture of Business Enterprises controlled by Women in which 51% of the beneficial ownership interest is held by Women; or
3. a corporation or other entity controlled by Women in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Women.

S. Women. United States citizens who are of the female gender.

IV. **CONTRACTOR COMPLIANCE GENERALLY**

A. Minimum Participation Levels (MPLs)

PRPA will establish minimum participation levels (MPLs) for the DBEs on a project-by-project basis. The MPLs will be established for each prime bid to be used solely as a guide in determining Prime Bidder responsibility. MPLs are applied to each bid category. The MPLs will vary based on the market availability of subcontracting opportunities for DBE's, on a project-by-project basis.

PRPA shall endeavor to establish MPLs on the basis of actual market availability that matches the scope of work included in the project and available DBE firms, on a project-by-project basis with separate participation levels for the DBE categories.

B. Bidder's Submissions at Time of Bid

The Prime Bidder shall submit the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1) with its bid, showing efforts made to solicit DBE Subcontractors, and written confirmations of the intent to use the identified Subcontractors if awarded the prime contract. Prime Contractor's DBE Contact/Solicitation and Commitment Statement shall include the names of all companies and individuals contacted or solicited for participation in the project, the type of work, material, supplies or equipment involved in the solicitation, the total dollar amount of each quote received, the time of solicitation, and, where applicable, the total dollar amount of each subcontract that would be awarded.

C. Safe Harbor and Compliance at Time of Bidding

In the absence of evidence to the contrary, compliance with the requirements under this Plan to demonstrate both bidder responsiveness and responsibility is presumed if MPLs are achieved.

If MPLs are not met, the Prime Bidder shall document why it was not feasible to meet the numerical levels by submitting evidence that failure to achieve MPLs was not motivated by consideration of race or gender, or other disadvantaged status; that DBEs were not treated less favorably than others; that solicitation and commitment decisions were not based upon policies which disparately affect DBEs. Justification for not meeting the MPLs may include impediments encountered despite actions taken.

PRPA shall send a letter to each Prime Bidder receiving an award on the project that provides information on compliance with DBE requirements, using the Standard Form of PRPA's Letter to Prime Contractor After Award of Contract (similar in content to Exhibit 2).

The successful Prime Contractor shall, within three days of receipt of PRPA's letter, provide notification to each of the DBE Subcontractors of the award and shall request confirmation of the amount of the subcontract and the source of the Subcontractor's certification, using the Standard Form of Prime Contractor's Letter to Subcontractors After Notice of Award to Prime Contractors (similar in content to Exhibit 3).

D. Compliance Responsibilities – PRPA and Prime Contractor

PRPA has the responsibility to comply with the requirements under this Plan and ensure non-discrimination in the selection of Subcontractors, and in the administration of the project.

Prime Contractor has the responsibility to meet its commitments made during bidding by utilizing each Subcontractor it selected to the full extent of the subcontract value. The failure to meet minimum participation levels at the completion of two projects shall warrant Prime Contractor's disqualification from contracting with PRPA for a period of six months and the imposition of liquidated damages in the amount of 10% of the dollar amount of the shortfall in the commitment to compensate PRPA for the administrative costs of addressing the deficiency and not as a penalty.

E. Prime Contractor's Submissions during Project Administration

Prime Contractor shall submit periodic reports as specified in this Plan and in the Contract Documents. Specifically, Prime Contractor shall submit the Prime Contractor DBE Monthly Reporting Form Summarizing Payments Made (similar in content to Exhibit 4) for each project. Further, Prime Contractor shall require and cause its Subcontractors to submit the Subcontractor's DBE Monthly Reporting Form Summarizing Payments Received (similar in content to Exhibit 5) directly to PRPA. Both forms shall be coordinated temporally or by pay period, meaning that the same periods of time shall be used on both forms when submitted, using the dates of the checks, fund transfers, etc.

V. **PROCEDURES – CLAUSES INCLUDED IN BIDDING AND CONTRACT DOCUMENTS**

PRPA shall insert the following in the appropriate contract document, establishing requirements applicable to the Prime Bidder:

A. Advertisement / Invitation for Bid (IFB)

All advertisements for IFB will include the following statement:

“The bidder must submit documentary evidence of solicitations from DBEs, which have been contacted and to which commitments have been made. Documentation of contract solicitations and commitments shall be submitted concurrently with the bid.”

B. Instructions to Bidders (ITB)

The following statements will be placed in the bid documents, establishing requirements applicable to the Prime Bidder:

1. Participation Level

- a. PRPA has established the following minimum participation levels (MPLs) for Disadvantaged Business Enterprises in accordance with a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015, the provisions of which are incorporated as though fully set forth herein.

- MBEs ____% of the total dollar amount of the ____ contract
- WBEs ____% of the total dollar amount of the ____ contract
- Veteran or Service-Disabled Veteran Business Enterprise ____% of the total dollar amount of the ____ contract

- LGBT Business Enterprise ____% of the total dollar amount of the _____ contract

To be credited with minimum participation, the Prime Bidder must provide a minimum of ____% participation in any category selected, must select at least two categories, and must have a total participation of ____%.

MPLs are established for this project to be used solely as a threshold in determining Prime Bidder responsibility. Prime Bidders are presumed to meet their responsibilities under the Policy if the dollar commitments to the DBEs reflect these participation levels. A Prime Bidder will not be rejected as non-responsible solely because it fails to reach the MPLs. To determine the participation level that has been reached, a Prime Bidder shall divide the total dollar amount of the commitments for the project by the total dollar amount of the Prime Bidder's contract award.

- b. DBE subcontracts will be credited toward the MPLs at 100%. DBE stocking suppliers and manufacturers are credited at 100%. DBE non-stocking suppliers, which are commonly and ordinarily the custom in the industry and a part of the industry's trade practices, are credited at 100%. Non-stocking suppliers, which are not commonly and ordinarily the custom in the industry nor a part of the industry's trade practice, are not credited.
- c. A prospective Subcontractor that qualifies in one, two, three or all four categories, will only receive credit toward MPLs as one but not more than one. Prime Bidders must indicate on the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1) how the prospective Subcontractor should be credited.
- d. A DBE which is the Prime Bidder on a project with a contract valued at \$100,000 or less will receive full MPL credit for its own work effort for services provided. Such a business bidding as Prime Contractor should nonetheless attempt to hire and solicit other, certified DBEs for participation in subcontracts.
- e. DBE Subcontractors providing labor must perform at least seventy-five percent (75%) of the cost of the subcontract, not including the cost of materials, with its own employees.

C. General Conditions

PRPA will include following provisions in construction contracts, establishing requirements applicable to Prime Contractor.

1. Reporting Requirements After Award

- a. Prime contractors must provide PRPA directly with the Prime Contractor's Monthly DBE Business Utilization Report (similar in content to Exhibit 4) for each project that is underway and for which payment applications are being submitted. The report shall include the names of and the total dollar amount paid to all DBE Subcontractors utilized under this contract.
- b. Subcontractors must provide Prime Contractor and PRPA with the Subcontractor's Monthly DBE Business Utilization Report for each project (similar in content to Exhibit 5), reflecting Prime Contractors that have purchased their labor, equipment, materials or supplies. The report shall reflect the name of Prime Contractor, the total dollar amount invoiced, and total dollar amount received for payment. The periods of time covered by Prime Contractor's report and that of its Subcontractors shall be coordinated.

2. Joint Ventures and Subcontracting

a. Joint Venture.

Project-related contracts that involve a joint venture with a DBE firm must include the following clause:

If the joint venture relationship identified as the _____ is dissolved,

Joint Venture Firm Name

or otherwise discontinued, (_____),

Name of Replacement Prime Contractor

Replacement Prime Contractor, as the successor on the contract, shall continue this commitment by entering into contractual agreements with other appropriate firms to perform work on this contract. Replacement Prime Contractor must submit all requests for change orders to PRPA for approval.

b. Subcontracting.

Subcontracts with DBE firms must include the following clause:

If the subcontracting commitment made to the _____

Name of Subcontractor

is terminated or materially reduced, _____

Name of Prime Contractor

agrees that the termination or material reduction is subject to the approval of PRPA, which approval shall not be withheld unreasonably.

VI. PROCEDURE TO SOLICIT PARTICIPATION

A. DBE Certification

1. Prime Bidders will only be given credit for DBEs that are certified or accepted as certified DBEs by programs approved by, and in accordance with additional requirements set forth by, Board resolution.
2. Under the State Act of December 21, 1984, No. 230, P.L. 210, 18 PA. C.S.A. § 4107.2 a person commits a felony of the third degree if, in the course of business, he/she engages in deception relating to DBE certification.
3. To be credited, the certification relied upon must be for the category of labor, equipment, materials or supplies that would be used by Prime Contractor in the proposed subcontract with the Subcontractor. For example, a certification as a masonry contractor does not qualify as a certification to supply electrical equipment.

B. Notification to DBEs

The procedure for Prime Contractor to notify DBEs of contract shall be as follows:

1. Notice of ITBs

The Prime Bidder shall utilize available information regarding certified DBE firms capable of performing in the project's area. PRPA shall provide reasonable assistance to the Prime Bidder. The Prime Bidder shall provide notice of the project to DBE firms so identified and to other qualified DBE firms and shall otherwise provide the same level of communication and interaction with prospective DBE Subcontractors as it would to other companies with which the Prime Bidder routinely contracts.

2. Other Notices - Notices of the DBE subcontracting opportunities will be sent by PRPA to appropriate organizations, such as:

- a. local minority churches and civic organizations;
- b. appropriate (1) minority business technical assistance organizations and schools, (2) minority, women, veteran, LGBT and small business contractor associations and appropriate trade organizations; and,
- c. other business assistance agencies, community organizations, and media organizations such as trade association papers and

newsletters, community television networks, local newsletters, and radio advertising.

3. Plans and Specifications - Plans and specifications and all bidding documents on all projects will be made available to potential Subcontractors, and DBE contractor associations, and trade organizations, through Penn Bid and similar web-based databases, and otherwise as may be appropriate.
4. List of Plan holders - The names of Prime Bidders requesting bid documents will be made available upon request by PRPA to DBE firms which provide labor, equipment, materials or supplies that appropriate to the scope of project work being solicited.
5. Lists of DBE's Businesses - PRPA will provide each Prime Bidder obtaining plans and specifications for a project with any available lists of DBE firms.

VII. PROCEDURE TO EVALUATE BIDS

A. Responsiveness

1. The Prime Bidder must complete and submit the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1) with the bid. Failure to submit a completed form with the bid will result in the bid being rejected as nonresponsive.
2. The Prime Bidder should only solicit DBE Subcontractors whose labor, equipment, materials or supplies are within the scope of work and which the Prime Bidder reasonably believes it could choose to subcontract with or purchase from.
3. Prime Bidders failing to meet the MPLs must submit concurrently with the bid, an explanation of why the MPLs have not been met. This explanation must demonstrate that the Prime Bidder has not engaged in discriminatory practices in the solicitation and utilization of DBEs to perform as Subcontractors on the project. The evidence submitted by the Prime Bidder must demonstrate the following:
 - a. indicate whether DBE firms were solicited for each type of work the Prime Bidder expects to subcontract for and for all materials which the Prime Bidder expects to procure and, if not, the reason(s) why no such solicitation was made;
 - b. indicate the reason why commitments were not made to DBE firms for a type of subcontract labor, equipment, materials or supplies in any areas where quotes were received from such firms; and

- c. in any case where no quotations are received from, nor commitments made to DBE firms, indicate on Exhibit 1 that no quotes were received, and if there is another reason for no commitments being made, the reason for the lack of commitments.
4. If the Prime Bidder fails to submit such evidence, the bid submission shall be considered non-responsive and the bid shall be rejected.
5. Information related to the above shall be submitted on Exhibit 1 with the bid and on such additional materials as the Prime Bidder wishes to attach.

B. Responsibility

1. The submittals of each Prime Bidder are subject to review by PRPA to determine whether the Prime Bidder has discriminated in the selection of Subcontractors.

Where the MPLs are not met, PRPA will determine whether discrimination has occurred. If, after investigation including a review of Exhibit 1, other materials submitted by the Prime Bidder, and such additional documents and information as PRPA has secured, it is determined that discrimination has occurred, the Prime Bidder shall be deemed to be not responsible and the bid will be rejected.

2. Documentation submitted by the Prime Bidder should meet the following standards for review:
 - a. the Prime Bidder whose actions resulted in a limited or no commitment to DBE firms was not motivated by consideration of race or gender;
 - b. DBE firms were not treated less favorably than other businesses in the hiring and/or contract solicitation and commitment processes; and
 - c. solicitation and commitment decisions were not based upon policies that disparately affect DBE firms.
3. Commitments to DBE firms at the time of bidding must be maintained throughout the project unless a change in commitment is approved in advance by PRPA. Such approval shall not unreasonably be withheld.

C. Access to Information

PRPA may obtain documents and information from any Prime Bidder and any Subcontractor as may be required to ascertain Prime Bidder's contractor responsibility. Failure to provide requested information may result in the Prime Bidder's bid being declared non-responsive, the Prime Bidder being declared not

responsible, or both.

VIII. PROCEDURES – RECORDS AND REPORTS

A. Records and Reports

1. PRPA will send letters to Prime Contractors, confirming DBE contract awards and explaining the monthly reporting requirements (similar in content to Exhibit 2). In addition, the Prime Bidder will send letters to all DBE Subcontractors (copy to PRPA) explaining their monthly reporting requirements (similar in content to Exhibit 3).
2. PRPA shall report periodically on project-related contracting opportunities, solicitations, and commitments, based upon reports received from Prime Contractors, using PRPA's Monthly DBE Business Utilization Report (similar in content to Exhibit 6).
3. PRPA will review all reports received to determine if the commitments made by Prime Contractors in their bids are being met. This review is to be done contemporaneously with the receipt of payment applications, and in any event prior to final payment being made to Prime Contractor.
4. PRPA will keep such records as are necessary to determine compliance with its DBE requirements. These records must be in sufficient detail to indicate the prime contract work performed, and the percentages of project-related work that is being performed by DBEs.
5. Prime Contractor must retain DBE records related to the construction period for a period of four years after final completion of the project. If any litigation, claim, negotiation, audit, or other action has been commenced before the previously mentioned record retention periods, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the previously referenced record retention period, whichever is later.

Exhibit 1

DBE Solicitation and Commitment Statement

Exhibit 1

DBE SOLICITATION AND COMMITMENT STATEMENT										
OWNER / PRIME BIDDER'S FIRM NAME (1)						PROJECT NAME (2)				
ADDRESS						BID OPENING DATE			CONTRACT AWARD DATE	
TELEPHONE NUMBER						CONTACT PERSON				
*(3)	(4)	(4)	(4)	(4)	(4)	(4)	(5)	(6)	(7)	*(8)
COMPANY NAME EIN/SSN TELEPHONE NUMBER	Date of solicitation	MBE	WBE	Veteran or Service- Disabled Veteran Business Enterprise	LGBT Business Enterprise	Certification Program and Number	Type of work to be Performed and/or Material to be supplied	Total percentage of bid amount	Total Dollar amount Of quote received	Total Commitment Dollar amount
(8) Note: List those certified DBE Subcontractors from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation to bid. Contact with DBE Subcontractors should be at least equivalent to the notice given to other subcontractor proposers.										
(9) PREPARED BY (please print)						TELEPHONE NUMBER			E-MAIL	

*Use additional sheets, if necessary.

Exhibit 1

DBE SOLICITATION AND COMMITMENT STATEMENT Instructions and Explanation of Columns

Project owners and all prime bidders will complete this form to document all businesses solicited and all businesses that provided solicited or unsolicited quotes for project-related contracts.

1. Provide your company name, address, telephone number.
2. Provide the project name, project number, bid opening date, contract award date, and a contact person's name.
3. For each business solicited and each quote/bid received, enter the firm name, Employer Identification Number (EIN) or Social Security Number (SSN) for a sole proprietorship, telephone number with area code, and e-mail address. Only the company's name is a mandatory item.
4. Indicate whether or not the firm is an MBE, a WBE, Veteran or Service-Disabled Veteran Business Enterprise, or LGBT Business Enterprise. Place a check mark in only one of the appropriate MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise, add the identity of the certifying entity and the DBE's certification number.
5. Indicate the type of work to be performed and/or material to be supplied.
6. Enter the total dollar amount of the quote received.
7. Enter the total dollar (\$) amount of the commitment which you have made to the MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise.
8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid or a determination that you are not a responsible contractor. Adequate time equivalent to that provided to other Subcontractor proposers must be provided for DBE Subcontractors and suppliers to respond to bids.
9. Indicate the name, telephone number and e-mail address of the person(s) who prepared the form.

Exhibit 2

Standard Form of PRPA's Letter to Prime Contractor After Award of Contract

Exhibit 2

(On PRPA's Letterhead)

(Date)

(Contractor's Name and Address)

Re: (Name of Project, Project Number, Contract Type)

Dear Sir/Madam:

Congratulations on being awarded the above referenced contract. In the bid a binding commitment was made by your firm to the following MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise – [List Names of DBE firms here].

Please prepare letters and forward to your Subcontractors, using the Standard form of Prime Contractor's Letter to Subcontractors After Notice of Award to Prime Contractors (Exhibit 3).

Please complete the enclosed Prime Contractor's DBE Monthly Business Utilization Report (Exhibit 4) and return it to _____ (Name of PRPA's representative) at _____ (insert address) each month with your payment requisitions. The information requested on this form will, among other things, be used to determine the actual dollar amount paid to DBE Subcontractors to which your firm made commitments during the bidding process.

Also, please provide the enclosed DBE Monthly Reporting Form for Subcontractors Summarizing Payments Received, so that your Subcontractors may submit their monthly reports. Please coordinate with your Subcontractors regarding the submission of forms.

If you have any questions regarding the above, please contact (Name of PRPA's representative) at _____ (insert phone number) or at _____ (insert email address).

Very truly yours,

Signature

Name

Title

Attachments

Exhibit 3

Standard Form of Prime Contractor's Letter to Subcontractors After Notice of Award to Prime Contractors

Exhibit 3
(On Prime Contractor's Letterhead)

(Date)

DBE Subcontractor's Name and Address

Re: (Name of Project, Project Number, Contract Type)

Dear _____:

The above referenced contract has been awarded to _____ (Name of Prime Contractor). In the contract, a binding commitment was made to your firm of _____ (dollar amount of commitment).

Please verify the above committed amount with this office within five (5) days after receipt of this letter. If you do not respond we will presume that your firm is in agreement with the committed amount.

In order that we may track this amount accurately, we ask that the attached Subcontractor DBE Monthly Reporting Form Summarizing Payments Received (Exhibit 5) be completed and returned to _____ (Name of Prime Contractor's representative), with a copy to _____ (Name of PRPA's representative) within ten (10) working days at the end of each month and at final project completion, covering checks issued, cash transferred on or after _____ date thru and including _____ date (insert beginning and end of periods.)

Should you have any questions regarding this form, please contact _____ (Name of Prime Contractor's representative) at _____ (insert phone number) or at _____ (insert email address).

Very truly yours,

Signature

Name

Title

Attachment
c: (PRPA's Representative)

Exhibit 4

Prime Contractor's DBE Monthly Reporting Form Summarizing Payments Made

EXHIBIT 4

Mandatory S. Submit Monthly

(Page 1 of 2)

Prime Contractor's Monthly DBE Payment Report

Name of Project _____ Contract No.: _____
 Prime Original Contract Value: _____ Report for the Month of: _____
 Change Orders (Overall Add/Deduct): _____ Notice to Proceed Date: _____
 Total Contract Amount to Date: _____ Project Mgr. Name: _____
 Total Payments Issued from _____ to _____ (date) Assigned DBE Goal %: _____

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount (\$)	Change Order Amount \$ (+/-)	Amount of Invoice Received this Month	Date of Invoice Received in this Month	Payments Made to DBE in this Month (\$)	Date(s) Payments Made this Month	Total DBE Payments Made to Date in \$	% Overall Work Finished	Final Payment (Y/N)
	Total(s) →	\$	\$	\$	Total(s)	\$	Total(s)	\$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of this Month.

Prime Contractor Information:

Prime Firm Name: _____ Project Director Name: _____
 Address: _____ Project Director Signature: _____
 Telephone No.: _____ Date: _____ EIN # / TIN # _____

Prime's Past Due Invoice Information: List any invoice more than _____ days past due from the date submitted to _____ at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	No. of Days Past Due	Comments

1. Have all DBE Subcontractors with executed subcontracts been paid amounts due from previous progress payments?

If Yes, skip the next section and go to Number 3.

If No, please complete fields in box below (use additional paper, if necessary)

Subcontractor Name	Amount Withheld from Invoice (\$)	Total of Invoice Amount (\$)	Invoice No.	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE Subcontractor(s) that you are withholding payment and the reason(s) why?

If Yes, provide a copy of written notification to the DBE Subcontractor with this form, indicating the date of notification.

If No, lack of prior written notification to the DBE(s) that you are withholding payment may violate the prompt payment clause guidelines.

Please contact the DBE immediately, and provide a copy of written notification to the Subcontractor with this form.

3. By signing this form, I certify that all of the above represent true and accurate information.

Project Director Name (Print)

Project Director (Signature)

____/____/____
Date

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW

Approved

Denied

This Form is Due on the ____ of each Month.

Please forward to: _____

Exhibit 5

Subcontractor's DBE Monthly Reporting Form Summarizing Payments Received

EXHIBIT 5
Mandatory S. COMPLETE & SUBMIT BY DBE ONLY.

SUBCONTRACTOR Monthly Payment Report

Name of DBE Firm: _____ Report payments issued from _____ (date) to _____ (date)
 DBE EIN: _____ Contract No.: _____
 DBE Address: _____ Contract Name: _____
 DBE Telephone No.: _____ DBE Contract Start Date: _____

Prime Contractor's Information:

Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.

Work Task Performed	Original Subcontract Amount	Change Order Amount (+/-)	Invoice #'s Submitted in this Month	Dollar Amount of each Invoice Submitted this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE this Month (\$)	Date(s) Payments Received In this Month	Total Payments Received by DBE to Date (\$)	Total % Work To Date	Final Payment (Y/N)
Total(s) →	\$	\$	Total(s) →	\$	Total(s) →	\$	Total(s) →	\$		

Is retainage held on your subcontract? *Yes or No* (circle one) If yes, how much? \$ _____. Did your final payment include retainage? *Yes or No* (circle one)

Past Due Invoice(s) Information: List any invoice more than ____ days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	No. of Days Past Due	Comments

Name: _____ Signature: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE ___ OF EACH MONTH IMMEDIATELY FOLLOWING DBE'S SUBCONTRACT START DATE, EVEN IF PAYMENT IS NOT RECEIVED

Please forward to: _____

Exhibit 6

PRPA's Monthly DBE Business Utilization Report

Exhibit 6

PRPA's MONTHLY MBE, WBE, VETERAN OR SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE OR LGBT BUSINESS ENTERPRISE BUSINESS UTILIZATION REPORT

CONTRACTOR NAME, ADDRESS, AND TELEPHONE				PROJECT NAME AND ADDRESS					NO.	
Reporting Period from _____ (date) to _____ (date)		Contractor's EIN No: _____		Covered Area (Municipality/County)		Established MPLs: MBE _____% WBE _____% Veteran or Svc.Disabl. _____% LGBT _____%				
Subcontractor/Supplier Name, Address, Telephone Number	Type of Sub-Contract	MBE	WBE	Veteran or Service-Disabled Veteran Business Enterprise	LGBT Business Enterprise	Award Date	MBE Subcontract Award Amounts	WBE Subcontract Award Amounts	Veteran or Service-Disabled Veteran Business Enterprise Subcontract Award Amounts	LGBT Business Enterprise Subcontract Award Amounts
Totals-All Contracts this Period		\$		Totals - This Period:		\$	\$	\$	\$	\$
Totals-All Contracts to Date		\$		Cumulative Totals to Date:		\$	\$	\$	\$	\$
Cumulative Percentage To Date (Totals of Columns Should Equal 100%):							%	%	%	%

- (1) Contract Codes: C - Construction labor MS - Materials and supplies S - Services (Professional, etc.)
- (2) Certification as an MBE (3) Certification as a WBE
- (4) Certification as a Veteran or Service-Disabled Veteran Business Enterprise (5) Certification as a LGBT Business Enterprise
- (6) Substantiation for classification as a DBE

Mail this form to _____ monthly throughout construction period as payments are made to contractors.
 Signature & Title of Person Preparing Report: Telephone: Date Signed:

PART 4

SCOPE OF WORK

**PHILADELPHIA REGIONAL PORT AUTHORITY
Administration Building**

CLEANING SERVICES – SCOPE OF WORK

OFFICES, KITCHEN, RESTROOMS, HALLS, LOBBY, STAIRWELLS, ELEVATOR

GENERAL

The Philadelphia Regional Port Authority (PRPA) is soliciting proposals for cleaning services at the PRPA Administration Building, 3460 N. Delaware Avenue, Philadelphia, Pennsylvania. The contractor awarded this work will be required to perform the tasks outlined in this Specification for a period of one (1) year from Notice of Award. The tentative commencement date of the contract is January 1, 2014. PRPA with the mutual agreement of the contractor may chose to extend the contract for a second and third year. Quoted prices shall remain firm for the contract period.

BID PROCEDURES

The PRPA Administration Building has approximately 50,977 square feet of rentable office space plus 5,215 square feet of restroom, lobby, hall, elevator and stair space, for a total cleanable area of 56,192 square feet.

Of the 50,977 square feet of rentable office space, 39,544 square feet is presently occupied. This bid is being solicited on the basis of cleaning 44,759 square feet (39,544 square feet of office and 5,215 square feet of restroom, lobby, hall and stair space). Bidders are required to enter on the Proposal Form a per square foot cost to perform the cleaning services for 44,759 square feet. This cost will be the annual payment for cleaning 44,759 square feet and payment will be made in twelve (12) monthly payments, upon billing by the contractor at the end of the month.

ADJUSTMENTS TO CONTRACT AMOUNT

During the contract year, tenant office space may be added or subtracted from the present 44,759 square feet of occupied space. A monthly adjustment to the contractor's payment will be made on the basis of the increased or reduced space multiplied by the per square foot cost submitted on the Bid Form. Note that the restroom, lobby, hall, elevator and stair space requiring cleaning (5,215 square feet) will remain constant throughout the contract year.

PRPA will inform the contractor in writing when there will be a change in the square footage of occupied space to be cleaned in the following month, the amount of the change and the calculation of the revised monthly payment.

WORKING HOURS

It is required that the contractor have all employees start work at the same time, between 4:15 to 5:00 P.M. and finish in approximately four (4) hours depending upon occupancy.

One or more offices may not be accessible after normal working hours; these offices should be cleaned in the late afternoon. The elevator will not be available for moving contractor's equipment from 4:50 to 5:15 PM.

Restrooms and hallways are to be cleaned after 6:00 P.M.

INSURANCE

Insurance shall be as called for in the General Conditions, with the following addition:

Employee Dishonesty Commercial Blanket Bond shall be provided in the amount of no less than **\$50,000**.

PERSONNEL

It is required that the contractor have no less than four (4) employees working each night. The contractor will provide a list of all personnel including supervisors who will work under this contract. The list will be kept current, as required, reflecting all personnel changes. The list will include the names, addresses and duties of all staff.

There is to be at least one (1) supervisor on the premises nightly to oversee work and complete work sheets.

Please note that there is NO public transportation to the building.

REVIEW OF DEFICIENCIES

A representative of the contractor will be required to meet with PRPA representatives upon request whenever the level of service is unsatisfactory. In such a case, the Contractor's representative will tour the building with the PRPA representatives to view the problems.

The PRPA will provide a list of written deficiencies in the Contractor's service. The Contractor will be expected to correct the deficiencies immediately.

Failure to correct the deficiencies within thirty (30) days or repeated unsatisfactory levels of service may result in the cancellation of the contract upon thirty (30) days written notice by PRPA.

Bidders shall submit with their bid, a list of references of customers for whom they have provided cleaning services during the last three (3) years. **If references are not included with the bid when submitted, bid may be rejected.** The list of references shall state name of company, address, contact person, phone number and number of square feet covered by the contract. References and related information should reflect contracts or services provided by the company, which involve comparable areas (square footages) to those shown in this bid.

Note: Bidders who have had a cleaning service contract with PRPA within the last twelve (12) months do not need to submit references with their bids.

**Administration Building
Cleaning Services**

OFFICES, HALLS, LOBBY, STAIRWELLS, ELEVATORS

DAILY (MONDAY through FRIDAY/5 NIGHTS PER WEEK)

1. All waste receptacles will be emptied and returned to their original location, and trash removed to dumpster in rear parking lot.
2. Smudges and fingerprints found on doors, walls, frames, and partitions within reach of the average custodian will be spot cleaned.
3. Carpeting will be vacuumed with a heavy-duty cleaner. All carpeting to be spot cleaned daily without advance request of the PRPA.
4. Empty and damp wipe clean all ashtrays
5. Dust and/or damp wipe clean the following:
 - Chairs
 - Files and storage cabinets
 - Tables and lamps
 - Pictures and frames
 - Counters, ledges, shelves and ventilating louvers 6' above floor
 - Doors
 - Pushplates
6. Wash front door glass, as well as the adjacent architectural metal trim, to remove fingerprints, smudges, etc. Clean glass partitions in a similar manner.
7. Special attention will be given to the lobby, reception area, elevator cab, stairwells and other public areas. All furniture and fixtures will be hand wiped and carpets thoroughly vacuumed. Tile floors will be kept brightly polished.
8. Sweep all resilient tile floor coverings with chemically treated dry mop. Spot mop to remove spillage.
9. All ceramic tile floors will be damp mopped daily.

10. Extinguish all interior lights unless otherwise notified. Night and safety lights will be operated as instructed. *All doors will be locked and secured and the night supervisor will report any doors that are not functioning.*
11. All water fountains and water coolers are to be washed clean and germicidal solution in plastic spray bottles and wiped with sanitized cleaning cloths.
12. Spot clean all metal, glasswork, woodwork and furniture with detergent solution in spray bottle with a clean cloth without advance request of PRPA.
13. Entrance mats will be spot cleaned and vacuumed. Extra work will be required during the winter weather to remove dirt and salt from mats and tile floor, stairwells, and elevator floor.
14. All stairwells will be swept with a chemically treated dry mop, and spot mopped to remove spillage.
15. Doors, doorjambs, switchplates will be spot cleaned.
16. Telephones will be wiped clean with disinfectant.
17. PRPA maintains a kitchen on the second floor, as do other tenants in the building. These rooms shall be thoroughly cleaned daily (including but not limited to, wiping tables, chairs, counters and exteriors of appliances and cabinets).

At no time is the elevator to be used by the contractor at high office traffic times between 4:50 and 5:15 PM.

WEEKLY

1. Stiff brush or vacuum all upholstered furniture and remove spots or stains.
2. All resilient tile floor coverings will be damp mopped and buffed.
3. The cabinetwork in the Main Copy Room of the PRPA is to be dusted, lifting items on the cabinetwork so that the area may be cleaned.
4. Clean grout in walls and floors of restrooms.

1. All desks, credenzas, windowsill, etc. that have had all items (with the exception of computers and telephones) removed from their surfaces, will be dusted and/or damp-wiped on the first Monday of each month.

EVERY TWO MONTHS

1. Damp wipe all overhead air diffusers and vacuum adjacent ceiling tiles.

SEMI-ANNUALLY

1. Strip and refinish all tile floors throughout the building.
2. Clean window blinds by dusting or damp wiping as required.

RESTROOMS

DAILY

1. All restroom floors will be mopped using a disinfectant solution in a mopping bucket. The solution will be picked up with a rung-out mop and the floor rinsed with clear water. Special attention should be paid to the cove base around the walls and corners of the restroom.
2. Clean toilet seats, inside and outside of all toilet bowl and urinals with disinfectant cleaner solution and wipe dry with a clean cloth. Rust/urine stains must be removed.
3. Clean air ventilating louvers whenever soil is visible.
4. All sinks and fixtures will be cleaned with a non-abrasive cleaner. Rust stains must be removed. Crevices around fixtures shall also be cleaned.
5. All paper towel, toilet seat covers, sanitary napkin and toilet dispensers will be wiped clean with a treated cloth.
6. All partitions, tiled walls and horizontal surfaces will be dusted and wiped clean with treated cloth.
7. All cleaning products shall contain disinfectant to control odor.
8. Empty all waste baskets and sanitary disposal units and remove to dumpster.

9. Clean all mirrors and chrome, with glass cleaner containing ammonia solution or glass cleaner applied with spray bottle and wiped clean with a clean cloth.
10. Paper and soap supplies to be stocked by PRPA personal.

Contractor shall provide all cleaning supplies for this contract.

SQUARE FOOTAGE

Project #16-142.S			
Sq. ft. for Cleaning Services at PRPA			
Administration Building			
Floor	Room #	Sq. ft. To be Cleaned	Sq. ft. Not to be Cleaned
<u>First</u>	107		3,054
	106	1,350	
	101	2,680	
	100	1,132	
	104	1,250	
	103	1,230	
	102	285	
	161	2,065	
<u>Second</u>		20,000	
<u>Third</u>	300	2,038	
	304		625
	307 & 308	1,800	
	310		3,962
	301		3,792
	306	1,000	
	302	4,714	
<u>Common Area</u>		5,215	
Total sq. ft. to be cleaned		44,759	

Updated 11/30/16