



REQUEST FOR PROPOSALS
FOR
ON CALL CRANE ENGINEERING SERVICES
FOR THE
PHILADELPHIA REGIONAL PORT AUTHORITY

Key Dates:

Mandatory Pre-Proposal Meeting: N/A

Questions: Questions regarding this document may be made by electronic mail at procurement@philaport.com and must be submitted no later than **Thursday, March 14, 2019 at 12:00 P.M. (NOON)**,

Proposal Submission Deadline: Proposals 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 **Friday, March 22, 2019 at 2:00 P.M.**

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I. INTRODUCTION

A. NOTICE

The information contained in and provided for this request for proposals (“RFP”) is provided for background purposes only. While every effort has been made to ensure the accuracy of the information contained in this RFP, it is not, and shall not be construed to be or constitute, a representation, warranty or guaranty by the Philadelphia Regional Port Authority (“PHILAPORT” or “The Port of Philadelphia”) regarding the content, completeness, or accuracy of such information, or the qualifications or expertise of the individual(s) or firm(s) providing or preparing such information. Each Offeror shall rely solely on its own inspections, investigation, confirmation and analysis of (I) the site, (II) the information contained in or delivered pursuant to this RFP and (III) any other information that such Offeror deems necessary or prudent in evaluating and analyzing the Project.

This RFP is not a legally binding document, but an invitation to submit proposals on the terms and conditions described in this RFP. In no event shall PHILAPORT be responsible for any costs, expenses or fees incurred by or on behalf of the Offeror in connection with this RFP. The Offeror shall be solely responsible for all such costs, expenses and fees.

PHILAPORT reserves the right at any time prior to award, to modify the schedule and scope of this solicitation process, to terminate the RFP process, and to reject or not consider all or any part of any proposal submitted in response to this RFP for any reason or no reason. Further, after review of the proposals, PHILAPORT reserves the right to request additional or clarifying information from any or all parties that submit proposals in response to this RFP.

B. BACKGROUND

The PHILAPORT is an independent agency of the Commonwealth of Pennsylvania responsible for the management, maintenance, promotion, and development of port facilities along the Delaware River.

Its principal goals are to enhance waterborne commerce, promote economic growth, and create jobs. The Authority was created for the purpose of acquiring, holding, developing, constructing, improving, maintaining, managing, operating, financing, equipping, repairing, leasing or subleasing, and owning port facilities, port-related projects within the Pennsylvania, Delaware River Port district. The port-district includes the area along Delaware River in Philadelphia, Bucks and Delaware Counties.

Over 1,000 ships load and offload at The Port of Philadelphia facilities each. The Port of Philadelphia handles more 6 million metric tons of cargo through its Facilities. The Port of Philadelphia is strategically located at the center of the Northeast corridor, the country's largest and richest marketplace. The port has direct access to more major cities by rail and truck than any other port in the country; ensuring deliveries are made in a timely and cost effective manner.

PHILAPORT’s facilities are highly diversified and handle containers, break-bulk, project cargo, and liquid bulk. The port includes specialized facilities for forest products and for perishable cargo.

C. OBJECTIVE AND PROJECT DESCRIPTION

It is the intention of PHILAPORT to engage up to two (2) qualified engineering consulting firms (CONSULTANTS) that have demonstrated their competence and possess the expertise necessary to provide general engineering services for the disciplines identified within this RFP. The CONSULTANT must demonstrate experience in similar types of projects, and the ability to manage the projects to the advantage of the Authority.

A CONSULTANT, for the purposes of this RFP, shall mean a firm who possesses the required expertise in the areas designated herein. As part of the diversity component of responding to this RFP, a firm may be on several teams as a subconsultant in any number of disciplines; however, a firm who is submitting in response to this RFP as a prime firm may not be a subconsultant to another firm in the same disciplinary category.

The Authority intends to award up to two (2) contracts for this solicitation. The contracts awarded as a result of selection from this RFP process will be for an initial period of two (2) years, with the option for two (2) additional one (1) year extensions, at the discretion of the Authority. Work to be performed under these contracts will be assigned to the consultant through the issuance of task orders. Task Orders may be assigned to the CONSULTANT after receipt of a written proposal and acceptance of the scope and cost of the proposal by the Authority, in response to a request from the Authority's Engineering Department.

PHILAPORT is involved in numerous and various types of projects located not only at PHILAPORT facilities, but as part of the due diligence and other activities that PHILAPORT may undertake within the Port Zone. The Port Zone exists along the Delaware River, roughly from Morrisville south to the border with the State of Delaware, and to varying degrees to the west into Pennsylvania. The CONSULTANT must be capable of responding to the various needs of PHILAPORT with appropriate personnel possessing the necessary expertise in the work areas specified. The required expertise shall exist within the proposed project team and must be readily available to PHILAPORT as needed.

Tasks shall include but not be limited to the project areas listed below. The list below is intended to be used as a guideline and not to be restrictive. Related and supporting activities are intended to be included. The CONSULTANT shall have available the services of individuals knowledgeable in but not limited to the services listed below.

1. Existing equipment services:
 - Condition surveys,
 - Equipment useful life and assessment,
 - Design drawing development for modifications, upgrades, repairs, refurbishments, demolition, removal, and/or relocation,
 - Design specification development for modifications, upgrades, repairs, refurbishments, demolition, removal, and/or relocation,
 - Preparation of bid packages for construction solicitations,
 - Evaluation of construction bids received,
 - Technical review of contractor submittals during construction phase,
 - On-site construction inspection for construction phase,

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- Feasibility studies.
 - Monitoring of contractor fabrication, erection, commissioning, and final acceptance testing for conformance to specifications, design drawings, acceptable engineering practices, and schedules.
2. Procurement of new equipment services.
- Feasibility studies,
 - Development of specifications,
 - Preparation of bid packages for procurement solicitations,
 - Evaluation of bids received,
 - Technical assistance during contract negotiations,
 - Technical review of manufacturer/contractor submittals
 - Monitoring of contractor fabrication, erection, commissioning, and final acceptance testing for conformance to specifications, design drawings, acceptable engineering practices, and schedules.
3. Marine terminal facilities planning
- Feasibility studies for enhancements, modifications, and/or modernization to various marine terminal facilities.
 - Development of design drawings for enhancements, modifications, and/or modernization to various marine terminal facilities.
 - Development of design specifications for enhancements, modifications, and/or modernization to various marine terminal facilities.

The Authority reserves the right to request services from any of the contracted firms at its discretion.

D. DELIVERABLES

All design drawings, Construction Specifications and related documents issued for construction shall be signed and sealed by a registered Professional in the Commonwealth of Pennsylvania, as appropriate to the task.

The CONSULTANT shall use Microsoft Office programs for all word processing, spreadsheets, presentations, and publications in a version compatible with PHILAPORT software (currently Office 365). Drawings shall be prepared in AutoCAD in a version compatible with PHILAPORT's software. Deliverables may also be requested in PDF format. All electronic documents, data, and drawings shall be delivered via email or on DVD or portable drive, at the direction of the Engineering Department.

E. PERMITS AND APPROVALS

The Offeror’s specific plans for their proposed work in response to this RFP may require various permits and approvals. Identifying and providing all supporting documentation related to filing of permits and approvals in a timely manner will be the sole responsibility of the Offeror. PHILAPORT will be listed as the applicant for the permits.

II. REQUEST FOR PROPOSALS – PROCESS

A. EVALUATION AND SELECTION CRITERIA

The selection criteria for a CONSULTANT submitting in response to this RFP include a combination of the following:

- Understanding of the scope of work, purpose, and needs of PHILAPORT under this RFP
- Experience: CONSULTANT’s expertise – relevant experience of the firms with contracts of a similar nature
- Proposed Team: Proposed subcontractors and individuals assigned to the project.
- Diversity Plan

CONSULTANTS will be ranked in accordance with the criteria identified above, in each category set forth in Section I, Letter C for which they identify themselves as qualified. The highest ranking CONSULTANTS in each category will have their Summary of Rate sheets opened, and the process outlined in Section IV will be followed. The response to this RFP will be the basis for review and with the selected Offeror. Subject to negotiations and mutual agreement upon any requested exceptions or modifications as set forth in Section III, Letter A, Subsection VII of the Proposal, the selected Offeror and PHILAPORT will enter into an agreement in substantially the form and content of the agreement attached to this RFP as **Appendix A** (“Professional Services Contract”). The selected Offeror must provide evidence to PHILAPORT that it has the capability to complete the Project and that it will perform the project in accordance with the proposal submitted in response to this RFP.

B. SUBMISSION DEADLINE:

Proposals are due at the offices of the Philadelphia Regional Port Authority by **Monday, June 19, 2017, at 2:00 p.m.**

Please submit one (1) copy of the entire proposal, inclusive of Parts I, II, and III, on a Flash Drive. In addition, one (1) original proposal and three (3) copies of the proposal should be submitted to:

Kate Bailey
Director of Procurement
Philadelphia Regional Port Authority
3460 N. Delaware Avenue

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Philadelphia, PA 19134

C. SITE TOUR

No site tour will be provided as part of this solicitation process.

D. QUESTIONS ABOUT RFP

All questions or comments regarding this RFP must be submitted **in written form** to: Kate Bailey at the above listed address or via email at Procurement@philaport.com.

E-mail is the preferred method for submitting questions; however, questions can be submitted via mail or fax as well. Telephone inquiries will not be accepted. All questions submitted to PHILAPORT and the corresponding responses will be put on PHILAPORT's website in the form of an addendum. The deadline for submitting questions to PHILAPORT will be **Friday, June 9, 2017 at 12:00 p.m.** Questions submitted after this date will not receive a response. **Addenda should be acknowledged by immediately faxing the acknowledgement page to (215) 426-6800.**

III. SUBMISSION REQUIREMENTS

Proposals must contain all of the following elements to be considered complete. PHILAPORT reserves the right to reject, or not consider, all or part of any proposal submitted in response to this RFP for any reason whatsoever at any time prior to the full execution Agreement with the selected Offeror. PHILAPORT further reserves the right to request additional or clarifying information from Offerors. Sections page-limits are listed below in the Section descriptions; a "page" is defined as one side of an 8.5 x 11 piece of paper with a font no less than 10 pt.

A. PROPOSAL FORMAT

Offerors are to provide sufficient information for the Authority to evaluate the proposals to determine responsiveness and ability to meet the specifications for the Project. At a minimum, the following sections should contain:

Section I. Proposal Certification & Legal Disclosures: The Proposal Certification attached hereto as **Appendix B** shall be completely filled and executed. There is no page-limit applied to this section.

Also, indicate whether there are any outstanding judgments, claims, arbitration proceedings or suits against your firm. If so, provide the caption and venue of the claim along with identifying case number and a description of the nature of the suit. Your response should not indicate that another individual or entity be contacted nor should it state that the requested information is not applicable to this project.

Section II. Capabilities Narrative/Acknowledgement of Addenda

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The first paragraph of this section should identify each of the categories identified in Section I, Letter C for which the firm is submitting for consideration.

- Describe the technical capabilities of the firm/team with respect to the required areas of expertise.
- Copy of addenda acknowledgements.

This section should not exceed ten (8) pages excluding any addenda.

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Section III. Relevant Experience: List similar projects completed in size and scope using the following format for each project. This section should not exceed eight (8) pages including the references.

- a) Owner, address, contact name and telephone number
- b) Project description
- c) Project Cost
- d) Date of completion
- e) Whether the project was completed on time. (If not, please explain)
- f) Whether the project was completed within the quoted amount. (If no, please explain)
- g) Indicate whether your firm was a prime contractor or subcontractor

Section IV. Proposed Project Team: List key members of the project team. Provide curriculum vitae for each key member. Provide organizational chart. Outline prime contractors, subcontractors and outside resources to include: the legal name, point of contact, title of point of contact, address and phone number along with relevant experience to perform work being contracted.

Provide a description of the Project capabilities the Offeror will perform with the own organization, the percentage of the total work this represents and such other information as may be required by the Contract Documents. There is no page-limit applied to this section.

Section V. Responsiveness: The CONSULTANT shall demonstrate in their proposal the ability of their team to provide services to PHILAPORT on a quick turnaround basis for emergency situations that may arise from time to time. Such situations may include, but not be limited to, accidental damage, structural assessments, and emergency repair assessments and designs. The CONSULTANT shall indicate the proximity of their offices to then PHILAPORT facilities, including the distribution of their staffing in the various disciplines.

This section should not exceed two (2) pages.

Section VI. Diversity Plan: It is the intent and goal of PHILAPORT that the Selected Offeror ensures diversity in all aspects of the Project. PHILAPORT encourages cooperation with, and utilization of, certified Minority, Women, Veteran, Service-Disabled Veterans and LGBT Business Enterprises (collectively, "Disadvantaged Business Enterprises" or "DBE") in all phases of the proposals received in response to this RFP.

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PHILAPORT adopted a Diversity and Inclusion program which is attached as Appendix C. Proposals must include a plan for incorporating DBE into the proposed Project as part of your proposal. Given the uncertain amount of on-call engineering services work that will be required, The Offeror should list all DBE sub consultants that it plans on subcontracting with for this contract. Diversity and Inclusion will be assessed on a per-task order basis and compliance with our Diversity and Inclusion Program will be evaluated against the total value of the work awarded under the on-call contract. Dollar amounts and percentages should not be listed at this time.

Section VII. – Modifications to Contract: Set forth any requested exceptions or modifications to the Professional Services Contract. These requested exceptions and/or modifications will serve as the sole basis for negotiating the terms of the final agreement between PHILAPORT and the selected proponent.

B. SUBMISSION OF PROPOSALS

Unless otherwise specified, all Proposals must be submitted in the format specified in this RFP. All blank spaces in the Proposal shall be filled in correctly where indicated for each and every item for which a description is given, and the Offeror must state the prices (which should be typed or written in ink, in words and numbers) for which the proposes to do each part of the Project contemplated, and the total amount for all the parts included in any or all of the combinations of the Project. In case of any discrepancy, the written words shall be considered as being correct.

Proposals shall be signed by a duly authorized representative capable of executing a contract on behalf of the Offeror. If the Proposal is made by an individual, the complete post office address should be given in addition to the individual's signature. If made by a partnership, the complete post office address of each partner of the partnership (limited and/or general, as applicable) must be given. If made by a corporation, the Proposal must be signed by the President or a Vice President and the Secretary or Treasurer of the corporation; otherwise, the signing individual's authority to execute such papers shall accompany the Proposal.

A Proposal which is incomplete or conditional or which contains additions or deductions not called for, or irregularities of any kind, including alterations or erasures, may be rejected by the Authority as an informal Proposal. Although the Authority reserves the right to waive technical defects or irregularities in a Proposal, a Proposal which is not accompanied by the security, as provided in Section III, Letter C herein, may be rejected by the Authority. 0

Proposals shall be broken down into three (3) parts.

Part I shall consist of the following five (5) sections:

- Section I Proposal Submission Certification & Legal Disclosures
- Section II. Proposed Statement of Work
- Section III. Relevant Experience
- Section IV. Proposed Project Team
- Section V. Responsiveness

***Part II** shall consist of the following two (2) sections:

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Section VI. Diversity Plan
Section VII. – Modifications to Contract

***Part III** shall consist of the following section:

Section VIII. Summary of Rates Sheet (APPENDIX D)

***Parts II and III should only include one (1) original and should ONLY be submitted with the proposal packet that is clearly marked “Original.”**

Proposals shall be tabbed clearly identifying each section. References to financial terms in any section other than the Part III submission shall be grounds for rejection of the proposal as being non-responsive.

C. PROPOSAL DEPOSIT

Proposal Deposit is waived.

D. DELIVERY OF PROPOSALS

It is the responsibility of the Offeror to ensure that the Offeror’s Proposal is received by the Authority prior to the time scheduled for the opening of Proposals. No Proposal shall be considered if it arrives after the time set for the opening of Proposals. One Proposal packet should be clearly marked as “Original” and should include Part I, Part II and Part III. The Original Proposal will be submitted in a sealed envelope that is separate from the other copies and should contain Sections I-VIII (referenced above in Section III, Letter B.) The remaining copies should only include Part I of the proposal.

If forwarded by mail, the envelope shall be addressed to the Procurement Department, Proposal Submission, 3460 North Delaware Avenue, Philadelphia, PA 19134, preferably by registered mail. If forwarded otherwise than by mail, the Proposal shall be delivered at the offices of the Authority at 3460 North Delaware Avenue, Philadelphia, PA 19134 prior to the time stated in the “Notice to Contractors”. The two sealed envelopes containing the two parts of the proposal shall be enclosed in a sealed envelope and marked plainly on the outside with the number and title of the RFP and notation as to the Proposal number and description, Proposal opening date and time. If the Proposal envelope is to be enclosed in another envelope for the purpose of express-type delivery, the exterior envelope shall be clearly marked as a Proposal and the Proposal date, title and number shall be shown on the envelope.

E. MODIFICATION OF PROPOSALS

Proposals may be modified by written notice by an Offeror or its authorized representative prior to the exact hour and date set for the opening of Proposals. If an authorized representative submits a modified Proposal on behalf of an Offeror, written documentation substantiating that the authorized representative is authorized to make the modified Proposal and that the modified Proposal is submitted on the Offeror’s behalf must be provided with the modified Proposal. A modification of the Proposal shall also state that it is in compliance with this RFP.

F. WITHDRAWAL OF PROPOSALS

An Offeror may withdraw the Proposal and any security therefore after such have been received by the Authority, provided that the Offeror makes a request therefore in writing and the request is received by the Authority prior to the time fixed for the opening of Proposals. The letter confirming the withdrawal must be executed by parties authorized to execute the Proposal. Where the request for withdrawal is made by facsimile, said withdrawal will not be effective until a confirmation letter is received by the Authority. If the letter confirming the withdrawal is mailed via the United States postal service, the letter must be registered or certified and it must be received by the Authority prior to the time fixed for the opening of Proposals in order for the withdrawal to be effective. If the letter confirming the withdrawal is sent via an express-type delivery, the letter must be received by the Authority prior to the time fixed for the opening of Proposals in order for the withdrawal to be effective. If the letter is otherwise delivered, it must be received by the Authority prior to the time fixed for the opening of Proposals.

Within ten (10) calendar days after the opening of Proposals, a Offeror may withdraw its Proposal only when the Offeror establishes by credible evidence that the reason for the lower Proposal price was a clerical mistake as opposed to a judgment mistake and that the mistake was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in preparation of the Proposal. The request for a withdrawal in this instance must be received by the Authority with all supporting evidence.

The Authority shall make a written determination whether the supporting evidence supports the Offeror's reason for the Offeror's request for withdrawal. If the Authority determines that the evidence provided does not support the Offeror's request for withdrawal, the request for withdrawal shall be denied. If the Authority determines that the evidence provided does support the Offeror's request for withdrawal, the request for withdrawal shall be granted and the security posted shall be returned after the Contract has been awarded except as provided below.

No Proposal may be withdrawn after the Proposal opening if the withdrawal of the Proposal will result in awarding the Contract to another Proposal of the same Offeror, or a partner, corporation, or business venture owned by or in which the Offeror has a substantial interest. Regardless of when the Proposal is withdrawn, any Offeror who withdrew a Proposal shall not supply any material or labor to or perform any subcontract or other work agreement for any person to whom a contract or subcontract is awarded in the performance of this Project.

Any person may withdraw any Proposal filed and any security therefore and may refuse to enter into any contract with the Authority if the Proposal has not been accepted within sixty (60) calendar days of the date fixed for the best and final offers. However, if the award is delayed by the required approval of another governmental agency, the sale of bonds, the award of a grant or grants, or circumstances beyond the control of the Authority, the Authority, in its sole discretion, shall reject all Proposals or award the Contract to the Offeror whose Proposal is most advantageous to the Authority within one hundred and twenty (120) calendar days of the date fixed for the best and final offers. Thirty (30) calendar day extensions for the date of awarding the Contract may be made by the mutual written consent of the Authority and the Offeror whose Proposal is most advantageous to the Authority.

IV. EVALUATION AND AWARD OF PROPOSALS

A. EVALUATION AND DISCUSSION OF PROPOSALS

After the Proposals are opened and reviewed, the Authority may conduct discussions with responsible Offeror who submitted Proposals determined by the Authority to be reasonably susceptible of being selected for award for the purpose of clarification to assume full understanding of and responsiveness to the solicitation requirements and for the purpose of obtaining best and final offers.

If the Authority chooses not to conduct discussions, the submitted Proposals shall become the best and final offers. A best and final offer can be modified or withdrawn in the same manner as if it were a Proposal.

B. COMPARISON OF PROPOSALS

Proposals will be compared on the basis of the aggregate of all items of the Proposal, unless otherwise specified.

In accordance with the Reciprocal Limitations Act (62 Pa. C.S.A. § 107 *et seq.*) which is incorporated herein by reference as if fully set forth herein, the Authority shall grant a preference to Offeror offering goods produced in the Commonwealth, and to Offeror organized and located in the Commonwealth, but only against and to the extent other states discriminate against the Commonwealth. The Authority, in its sole discretion, may waive the granting of such preference as provided in the Reciprocal Limitations Act.

In accordance with 71 Pa. C.S.A., § 773.110, it is unlawful to use or furnish aluminum or steel products made in a foreign country which discriminates against the Commonwealth. In addition, all of the Project must comply with the Steel Products Procurement Act (73 Pa. C.S.A., § 1881 *et seq.*), which is incorporated herein by reference. As provided in the Steel Products Procurement Act, if any steel products are to be used or supplied in the performance of the Project, only steel products produced from steel made in the United States, as provided in that act, may be used, unless the Authority, in writing, determines that such steel products are not produced in the United States in sufficient quantities to meet the requirements of the Contract. The Offeror shall provide the Authority with certification, which is acceptable to the Authority, to the effect that the Offeror's compliance with the Specifications will not adversely affect the Offeror's ability to comply with the above-referenced statutes.

C. COLLUSIVE PROPOSALS WILL BE REJECTED

The Proposals of any Offeror or Offeror who engage in collusive bidding shall be rejected. Any Offeror who submits more than one Proposal in such manner as to make it appear that the Proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Authority may reject the Proposals of any collusive bidder upon Proposal openings. Nothing in this Section shall prevent an Offeror from superseding a Proposal by a subsequent Proposal delivered prior to the opening of Proposals which expressly revokes the previous Proposal.

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D. AWARD OF CONTRACT

Negotiations will be held with the highest ranked firms in each category. To begin the negotiation, the Part III submission for the highest ranked CONSULTANTS will be reviewed. Hourly rates of compensation on the attached Summary of Rates Sheet (APPENDIX D) must be submitted for all classifications for which the CONSULTANT and all Sub-Consultants would request reimbursement for the categories of personnel listed on the Summary Rate Sheet. Offeror shall also list any other classifications of employee which can be anticipated to be required for this work, including the hourly rates.

The direct labor cost for each of the CONSULTANT's personnel assigned to the work shall be computed and billed as the number of hours spent engaged in the task multiplied by the hourly wage rate for each individual (not to exceed the rates for personnel categories listed above).

Indicate the job classifications (exactly as they are to appear on monthly invoices) of all personnel who are expected to participate in the task along with the corresponding hourly wage rate.

PHILAPORT will allow expenses incurred by the CONSULTANT and Subconsultants in direct connection with each task as follows:

- a) Direct expenses of transportation (except daily commutation), long distance communications and, if necessary, fees paid for securing permits and approvals.
- b) Direct expenses of reproduction, postage and handling of drawings, specifications, and other documents.
- c) Direct expenses associated with the renting of equipment for inspection and testing. Also, the direct expenses associated with laboratory testing of materials.
- d) Reimbursement will not be made for daily commutation nor any, subsistence or housing costs, if incurred.

A maximum markup of 10% on external expenses will be permitted to be billed.

All insurance, including Railroad Liability Insurance and/or Pollution Liability Insurance (as required) shall be maintained by the CONSULTANT at no cost to PHILAPORT.

The top ranked CONSULTANTS will have their labor rates evaluated, and negotiation of any/all rates may occur. If negotiations fail to proceed to an award of a contract, the negotiations will be terminated and PHILAPORT will then begin negotiations with the next highest ranked responsive firm. This process will continue until awards for each category of contracts is made. PHILAPORT reserves the right to reject all proposals that are submitted, cancel the project, and or rebid for these services.

E. EXECUTION OF THE CONTRACT

Within thirty (30) calendar days of the date that the Project is awarded, the Professional Services Contract shall be executed by the Authority and the successful Offeror unless the time is be extended by the mutual consent of the Authority and the successful Offeror. 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.

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164), known as the Commonwealth Attorneys Act, all Contracts must be approved as to form and legality by the Office of the Attorney General.

Any Offeror not lawfully released from the submitted Proposal, who refuses to execute a contract in accordance with the submitted Proposal, or who refuses to furnish the required bonds and insurance, shall be liable to the Authority in the amount of the security deposited with the Proposal as liquidated damages; or where the damages are readily ascertainable, such Offeror shall be liable for the actual loss or damage sustained by the Authority by the failure of such Offeror to enter into the Professional Services Contract and perform the work.

By executing the Professional Services Contract, the Offeror represents that the Offeror has (i) examined the RFP thoroughly, (ii) visited the Site to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Project, (iii) become familiar with Federal, Commonwealth and City laws, ordinances, rules and regulations that may in any manner effect cost, progress or performance of the Project, (iv) studied and carefully correlated the Offeror's observations with the Contract Documents, (v) received all information and documents necessary to allow the Offeror to perform all of the work required under the Contract Documents, and (vi) reviewed and acknowledged the requirements of the Philadelphia Regional Port Authority Act (55 Pa. C.S.A., § 697.1 *et seq.*). The Offeror shall not at any time after the execution of the Contract make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall the Offeror claim any misunderstanding with regard to the nature, conditions, or character of the work to be done under the Project.

F. CONTRACT SURETY

This section intentionally deleted.

G. PROTESTS IN CONNECTION WITH THE SOLICITATION OR AWARD OF A CONTRACT

- A. An actual or prospective Offeror who is aggrieved in the connection with the solicitation or award of a contract must file a protest with the Executive Director of the Authority in writing within seven (7) calendar days after the Offeror knows or should have known of the facts giving rise to the protest. Protests received after the seven (7) calendar days are deemed untimely and can be disregarded by the Authority.
- B. Upon receipt of a timely protest and until the time has elapsed for the Offeror to file an action in Commonwealth Court, the Authority shall not proceed further with the solicitation or with the award of the Contract unless and until the Executive Director makes a written determination that the protest is clearly without merit or that award of the Contract without delay is necessary to protect substantial interests of the Commonwealth.
- C. If the protest is not resolved by mutual agreement, the Executive Director shall promptly, but in no event later than sixty (60) calendar days from the filing of the protest, issue a decision in writing stating the reason for the action taken and notifying the Offeror of their right to file an action in the Commonwealth Court within fourteen (15) calendar days from the mailing date of the decision.

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- D. No action may be commenced in Commonwealth Court in connection with the solicitation or award of a Contract unless the Offeror has exhausted the remedies set forth in this.

APPENDIX "A"
PROFESSIONAL SERVICES CONTRACT



<u>SERVICE AGREEMENT</u>
DATE:
PROJECT #:
EXPIRATION DATE:
CONTRACT #:

PHILADELPHIA REGIONAL PORT AUTHORITY

3460 N. Delaware Avenue, 2nd Floor
Philadelphia Pennsylvania 19134

Attn: _____
("PhilaPort") , a body corporate and politic and an independent agency of the Commonwealth of Pennsylvania,

And

Attn: _____
(the "Contractor"), a _____, a _____ **[insert form of business organization]** organized
under the laws of the _____.

PhilaPort and Contractor hereby agree that the Contractor will perform the requisite services as forth in this written understanding (the "Contract"):

Services: On-Call _____. The Contractor shall perform the services for PhilaPort as requested in PhilaPort's Request-for-Proposal attached as Exhibit A and Contractor's Proposal attached as Exhibit B, both of which are incorporated herein by reference as part of the Contract and constitute a statement of work that describes and defines the services to be performed ("Services") The Contractor shall perform the Services hereunder using its best efforts and in accordance with the standards of its occupation, industry or profession. On-call services will be authorized in the form of a written task order issued by PhilaPort. Only work authorized in writing in advance by Task Order will be eligible for payment under the terms of this Contract.

Contract Amount: The Contractor shall provide a fee schedule setting forth the fees it will charge for services rendered and expenses incurred for representation of the Authority. When the Contractor's fee schedule is changed, the Contractor will provide to the Authority a revised fee schedule. The fee schedule and any revised fee schedules are incorporated into this Contract as Exhibit "B" and attached hereto.

Term of Contract: This Contract shall be effective on the date that the last of the signatures have been affixed to this Agreement ("Effective Date"). The duration of this Agreement shall be _____ (___) days ("Term") from the Effective Date.

Terms and Conditions: The terms and conditions are set forth in the General Conditions in Exhibit "A" attached hereto and incorporated herein by reference as part of the Contract.

IN WITNESS WHEREOF, and intending to be legally bound hereby, PhilaPort and the Contractor have caused this Agreement to be executed on the dates hereafter set forth.

PHILADELPHIA REGIONAL PORT
PHILAPORT (“PHILAPORT”)

By: _____
Name: Jeff Theobald
Title: CEO & Executive Director
Date: _____

Approved as to Legality and Form:

Approved as to Budgetary Appropriateness &
Fiscal
Responsibility:

PHILADELPHIA REGIONAL PORT
PHILAPORT

PHILADELPHIA REGIONAL PORT
PHILAPORT

By: _____
Name: Gregory V. Iannarelli
Title: Chief Counsel
Date: _____

By: _____
Name: Edward Henderson
Title: Director of Finance & Capital Funding
Date: _____

OFFICE OF ATTORNEY GENERAL

OFFICE OF THE BUDGET

By: _____
Name: _____
Title: Chief Deputy Attorney General
Date: _____

By: _____
Name: Anna Maria Kiehl
Title: Comptroller
Date: _____

[CONTRACTOR (where entity
is a business corporation)]

Name of Corporation

Attest:

Signature of Secretary, Assistant Secretary
Treasurer, Assistant Treasurer or
other authorized representative**

(Print Name of Representative)

By:

Signature of President, Vice President or
other authorized representative*

(Print Name of Representative)

** If a corporate representative other than the President or a Vice President of the Corporation signs this Contract on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of signature, evidencing PhilaPort to execute this Contract on behalf of the Corporation.*

*** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of signature, evidencing PhilaPort to attest to the execution of this Contract on behalf of the Corporation.*

[Note: When agreements are signed with limited liability companies or non-corporate contractors, the form of signatures will be changed to the form appropriate to the form of business organization being used.]

Exhibit A

Request for Proposals

Exhibit B

Proposal

APPENDIX "B"
PROPOSAL SUBMISSION CERTIFICATION

PROJECT NO(S). _____



PROPOSAL FOR
 _____ **SERVICES**
FOR THE PERIOD OF
 _____, 201_, THROUGH _____, 201_

The undersigned, _____ (“Offeror”), having familiarized itself and its team with the Services being requested in PhilaPort’s Request for Proposal (“RFP”) dated _____, 201_, hereby proposes to provide the requested Services in accordance with the standards applicable to its profession or occupation. Offeror hereby incorporates Parts I through VII of this Proposal, which are attached and incorporated by reference as though fully set forth herein.

I. Monetary Section:

Offeror proposes to provide the Services for the cost set forth in Part VII.

II. Offeror Responsiveness Section:

A. The Offeror certifies by its representative below that to the best of the representative’s knowledge, information and belief:

- i. Neither the Offeror nor the members of its team are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if this representation cannot be made, that Offeror agrees to submit, along with its Proposal, a written explanation of why such certification cannot be made and why the Contract should nonetheless be awarded to Offeror.
- ii. That as of the date of its execution of this Proposal, the Offeror 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. That the Offeror's team possesses all required business, professional contracting and trade licenses required to provide the Services.
- iv. That the Offeror's team possesses all the technical qualifications and resources, including equipment, personnel and financial resources, to provide the Services.
- v. That the information provided in Part V in connection with PhilaPort's Diversity Inclusion Plan Forms is accurate and complete.

III. Offeror Responsibility Section:

A. The Offeror certifies by its representative below that to the best of the representative's knowledge, information and belief:

- i. Offeror's team has a satisfactory record of past contract performance and past compliance with applicable law that demonstrates a solid history of both technical competency and business integrity sufficient to justify receiving a Port PhilaPort contract.
- ii. Offeror's team 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.
- iii. Offeror's team will comply with all relevant security requirements.
- iv. If applicable, Offeror's team will have sufficient personnel that possess Transportation Worker Identification Credentials to gain access and properly perform the Services.

B. The Offeror certifies by its representative below that the following responses to the questions posed to assist PhilaPort in its determination of Offeror Responsibility are true and correct:

1. Has the Offeror or any member of its team been suspended and/or debarred or voluntarily agreed not to submit a proposal in response to the RFP 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 Offeror or any member of its team been convicted of a felony relating to construction, maintenance, service or repair contracting industries?

Yes No

3. Has the Offeror or any member of its team defaulted on any project in the past three years?

Yes No

4. Has the Offeror or any member of its team 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 Offeror or any member of its team 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 Offeror or any member of its team been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three years?

Yes No

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

IV. Offeror's Point of Contact Section:

Contact Information for the Offeror on this project (for purposes of affirming pricing, or providing information in response to inquiries, insurance information, diversity information, and the like):

Name: _____

Title: _____

Phone: _____

Email: _____

V. Acknowledgment and Disclaimers Section:

Offeror should include in Part VI, an acknowledgement of any addenda issued by PhilaPort.

It is understood that the right is reserved by PhilaPort to reject any or all proposals and to waive any informalities in the Proposal.

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

Failure to submit or fully complete the certifications required by this Proposal Form shall render the Offeror ineligible for the prospective contract.

VI. Representation and Authorization Section:

By making this Proposal, Offeror and its representative understand, represent, acknowledge and certify:

- a) That the foregoing representations regarding the past performance and present qualifications of the undersigned Offeror and its team are true and correct;
- b) The Offeror by its representative has read and understands the terms and conditions of the RFP and this Proposal is made in accordance with those terms and conditions;
- c) The price(s) and amount of the Proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, proposer or potential proposer;
- d) Neither the price(s) contained in nor the total amount of the Proposal, nor the approximate price(s) or total amount, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed prior to the deadline for submitting proposals;
- e) No attempt has been made or will be made to induce any firm or person to refrain from proposing in response to the RFP, or to submit a proposal higher than the Proposal, or to submit an intentionally high or noncompetitive proposal or other form of complementary proposal;
- f) The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person;
- g) This Proposal has been completed by an authorized representative of the Offeror that the sufficient knowledge and information to address all matter addressed herein;
- h) If an award is made to the Offeror, the Offeror agrees that it intends to be legally bound to the contract that is formed between PhilaPort and the Offeror; and

- i) If an award is made to the Offeror, the Offeror will enter into and execute a contract based upon this Proposal, without delay, upon notice of award of contract.

[Signature pages to follow; select the page that is appropriate to Offeror's form of business organization.]

[SIGNATURE PAGE FOR INDIVIDUAL OFFEROR]

Name of Offeror (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.]

[SIGNATURE PAGE FOR PARTNERSHIP OFFEROR]

Name of Partnership

Name of General Partner (Printed)

By: _____
(Signature of General Partner)

Witness: _____

Business Address:

Tax Identification Number:

The partners constituting the partnership herein named are:

Partner: _____

Address: _____

Partner: _____

Address: _____

Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Proposal.

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

Next, complete, by deletion as appropriate, the following statement:

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

[SIGNATURE PAGE FOR CORPORATE OFFEROR]

Name of Corporation

Attest:

Signature of Secretary, Assistant Secretary
Treasurer, Assistant Treasurer or
other authorized representative**

By:

Signature of President, Vice President or
other authorized representative*

(Print Name of Representative)

(Print Name of Representative)

** If a representative other than the President or a Vice President of the Corporation signs this Proposal on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to execute this Proposal on behalf of the Corporation.*

*** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Proposal, evidencing authority to attest to the execution of this Proposal on behalf of the Corporation.*

Tax Identification Number:

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

(2) *If Corporation 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 Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.]

(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 Proposal.]

[SIGNATURE PAGE FOR A LIMITED LIABILITY COMPANY (LLC) OFFEROR]

Name of Limited Liability Company

Attest:

By:

Signature of an Authorized Representative*

Signature of Authorized Representative**

(Print Name of Representative)

(Print Name of Representative)

** The individual attesting verifies and represents that the person whose signature is affixed to this Proposal 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 Proposal:*

_____ *The Certificate of Organization provides that LLC is to be managed by managers, and this Proposal 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 Proposal 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 Proposal 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 Proposal or can be provided upon request within three (3) working days.*

_____ *This Proposal 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 Proposal 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 Proposal or can be provided upon request within three (3) working days. The Offeror and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Proposal is carrying on business in the usual way; (2) the LLC authorizes the execution of this Proposal even if execution and submission of this Proposal 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.*

Tax Identification Number:

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

(2) 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:

[SIGNATURE PAGE FOR A LIMITED LIABILITY COMPANY (LLC) OFFEROR]

[The LLC (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.]

(3) 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 Proposal.]

APPENDIX “C”
DIVERSITY INCLUSION POLICY

DIVERSITY AND INCLUSION

ACCEPTED CERTIFICATIONS

PhilaPort accepts approved third-party certifications from any of the following entities:

- [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](#)
- [US Business Leadership Network \(USBLN\)](#)
- [National Gay & Lesbian Chamber of Commerce \(NGLCC\)](#)

07/15/2017

PHILADELPHIA REGIONAL PORT AUTHORITY
Diversity Inclusion Plan (Construction)

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EXHIBITS

Exhibit 1	HUB Solicitation and Commitment Statement
Exhibit 2	Prime Contractor's HUB Monthly Reporting Form Summarizing Payments Made

II. 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 (“PHILAPORT”) 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 (“HUBs”) 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 PHILAPORT’s projects.

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

III. DIVERSITY INCLUSION PLAN

A. HUB Requirements

PHILAPORT shall take all necessary and appropriate steps to assure that its Prime Contractors do not discriminate and use HUBs 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

IV. DEFINITIONS

- A. Bidder Responsiveness - Actions taken by a Prime Bidder to seek participation by Subcontractors as defined below who are HUBs, and documented in the bid. Responsiveness includes submission at the time of the bid of the HUB 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

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.

achieved. Non-discrimination can also be demonstrated by submitting supplemental evidence that failure to achieve the MPLs was not motivated by consideration of race, gender or other impermissible criterion; that HUBs were not treated less favorably than others; and that solicitation and commitment decisions were not based upon policies which disparately affect HUBs.

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 PHILAPORT 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 HUB 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 (HUB)

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 – PHILAPORT

L. Prime Bidder and Prime Contractor

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

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.

V. **CONTRACTOR COMPLIANCE GENERALLY**

A. Minimum Participation Levels (MPLs)

PHILAPORT will establish minimum participation levels (MPLs) for the HUBs 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 HUB's, on a project-by-project basis.

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

B. Bidder's Submissions at Time of Bid

The Prime Bidder shall submit the HUB Solicitation and Commitment Statement attached as Exhibit 1 with its bid, showing efforts made to solicit HUB Subcontractors, and written confirmations of the intent to use the identified Subcontractors if awarded the prime contract. Prime Contractor's HUB 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 HUBs were not treated less favorably than others; that solicitation and commitment decisions were not based upon policies which disparately affect HUBs. Justification for not meeting the MPLs may include impediments encountered despite actions taken.

D. Compliance Responsibilities – PHILAPORT and Prime Contractor

PHILAPORT 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 PHILAPORT 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 PHILAPORT 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 monthly reports as specified in this Plan and in the Contract Documents. Specifically, Prime Contractor shall submit the Prime Contractor's HUB Monthly Reporting Form Summarizing Payments Made (similar in content to Exhibit 2) for each project as well as proof of payment in the form of invoices from subcontractors. Both form and proff of payment to subcontractors should be submitted to the Finance Department along with the Prime Contractor's monthly invoicing. PhilaPort reserves the right to withhold payment to Prime Contractor until the HUB monthly reporting is up-to-date and in accordance with the MPLs submitted with the bid..

VI. PROCEDURES – CLAUSES INCLUDED IN BIDDING AND CONTRACT DOCUMENTS

PHILAPORT 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 HUBs, 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. PHILAPORT 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

All contracts awarded for construction will have a minimum HUB participation level set by the Director of Procurement, but in no event shall it be less than 20% of the contract value. The participation for each award must include at least 2 of the categories that are identified as HUB with no less than 5% participation for every category being included.

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 HUBs 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. HUB subcontracts will be credited toward the MPLs at 100%. HUB stocking suppliers and manufacturers are credited at 100%. HUB 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 HUB Solicitation and Commitment Statement (similar in content to Exhibit 1) how the prospective Subcontractor should be credited.
- d. A HUB 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 HUBs for participation in subcontracts.
- e. HUB 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

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

1. Reporting Requirements After Award

a. Prime contractors must provide PHILAPORT directly with the Prime Contractor's HUB Monthly Reporting Form Summarizing Payments Made (similar in content to Exhibit 2) 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 HUB Subcontractors utilized under this contract. PHILAPORT reserves the right to verify payments to subcontractors at any time.

2. Joint Ventures and Subcontracting

a. Joint Venture.

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

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

~~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 PHILAPORT for approval.

b. Subcontracting.

Subcontracts with HUB 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 PHILAPORT, which approval shall not be withheld unreasonably.

VII. PROCEDURE TO SOLICIT PARTICIPATION

A. HUB Certification

1. Prime Bidders will only be given credit for HUBs that are certified or accepted as certified HUBs 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 HUB 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 HUBs

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

1. Notice of ITBs

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

2. Other Notices - Notices of the HUB subcontracting opportunities will be sent by PHILAPORT 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 HUB 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 PHILAPORT to HUB firms which provide labor, equipment, materials or supplies that appropriate to the scope of project work being solicited.
5. Lists of HUB's Businesses - PHILAPORT will provide each Prime Bidder obtaining plans and specifications for a project with any available lists of HUB firms.

VIII. PROCEDURE TO EVALUATE BIDS

A. Responsiveness

1. The Prime Bidder must complete and submit the HUB 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 HUB 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 HUBs to perform as Subcontractors on the project. The evidence submitted by the Prime Bidder must demonstrate the following:
 - a. indicate whether HUB 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 HUB 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 HUB 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 PHILAPORT to determine whether the Prime Bidder has discriminated in the selection of Subcontractors.

Where the MPLs are not met, PHILAPORT 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 PHILAPORT 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 HUB firms was not motivated by consideration of race or gender;
 - b. HUB 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 HUB firms.
3. Commitments to HUB firms at the time of bidding must be maintained throughout the project unless a change in commitment is approved in advance by PHILAPORT. Such approval shall not unreasonably be withheld.

C. Access to Information

PHILAPORT 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.

IX. PROCEDURES – RECORDS AND REPORTS

A. Records and Reports

1. PHILAPORT 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.
2. PHILAPORT will keep such records as are necessary to determine compliance with its HUB 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 HUBs.
3. Prime Contractor must retain HUB 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 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 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)
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 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 2

Prime Contractor's DBE Monthly Reporting Form Summarizing Payments Made

EXHIBIT 2

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

Prime Contractor's Monthly DBE Payment Report

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

Please forward to: _____

Approved

Denied

This Form is Due on the ____ of each Month.

APPENDIX "D"
SUMMARY OF RATES

19-025.S ON-CALL CRANE ENGINEERING SERVICES

**SUMMARY OF RATES FOR
ON-CALL CRANE ENGINEERING SERVICES
PHILADELPHIA REGIONAL PORT AUTHORITY**

Please be advised that PhilaPort is capping the following rates:

Project Principal \$250
Project Manager \$200
Project Engineer \$190

Subcontractor Markup 10%
External expenses 10%

There will also be no markup allowed on travel expenses.

Labor Classification	Hourly Rate (\$/hr)
Project Principal	
Project Manager	
Senior Project Engineer	
Project Engineer	
Associate Engineer	
Engineer in Training	
Technician	
Geologist	
Senior Geologist	
CAD Drafter	
Survey Crew Chief	
Surveyor	
Clerical	

Notes:

- 1. Successful Consultants must utilize the above Labor Classification chart for invoicing.**