

PROJECT #16-003.S

PHILADELPHIA REGIONAL PORT AUTHORITY

BIDDING DOUCUMENTS

FOR

UNIFORM RENTAL
(including weekly cleaning & repairs)

PHILADELPHIA, PENNSYLVANIA

.....
Kate Bailey
Director of Procurement
.....

Bids will be received in the office of the Philadelphia Regional Port Authority, 3460 N. Delaware Avenue, 2nd Floor, Philadelphia, PA 19134 until **2:00 P.M., Tuesday, February 16, 2016** at which time they shall be opened publicly. All bids must be received by the date and time shown above. Faxed bids are not acceptable.

Questions must be in writing and should be sent to the attention of Procurement at e-mail address procurement@philaport.com or fax (215) 426-6800. Questions must be received by **12:00 P.M., Tuesday, February 2, 2016.**

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SECTION I

January 26, 2016

TO: ALL BIDDERS

FROM: Kate Bailey
Director of Procurement

**RE: Uniform Rental (including weekly cleaning & repairs)
Project #16-003.S**

The Philadelphia Regional Port Authority (PRPA) requests bidders to provide firm prices for uniform rental including weekly cleaning and repairs per the attached Bid Forms to include (i) the Monetary Section, (ii) the Contractor Responsiveness Section, (iii) the Contractor Responsibility Section, (iv) the Acknowledgment of Disclaimers Sections and (v) Representation and Authorization Section, Instructions to Bidders, MBE/WBE Forms, General Conditions, and Specifications. The contract will be written for a three-year period.

May 1, 2016 through April 31, 2019.

Note – The successful bidder shall provide all **new** uniforms with PRPA logos to our thirteen (13) employees.

Note: *The following sections are **not** applicable to this bid:*

- *Delete the bid bond (Section 9, page 5 of the Instructions to Bidders)*
- *Delete the payment and performance bond requirements (Section 30, pages 28 & 29) of the Instructions to Bidders)*
- *Delete the TWIC requirement shown on the bid form under the Contractor Responsibility Section (iv)*
- *Delete the requirement shown on the bid form to perform on site 20 percent of the work under the Contractor Responsiveness Section (vii)*
- *Delete the apprenticeship training requirement shown on the bid form under (Contractor Responsiveness Section (v) and under the Contractor Responsibility Section (iv)*

Bids are due not later than **2:00 p.m., Tuesday, February 16, 2016**. **Mail** your bids to the attention of Kate Bailey, 3460 N. Delaware Avenue, Philadelphia, PA 19134. All bids must be received by the time and date shown above. **Faxed bids and late bids will not be accepted.**

Questions must be in writing and should be sent to the attention of Procurement at e-mail address procurement@philaport.com. Questions must be received by **12:00 p.m., Tuesday, February 2, 2016**.

The Philadelphia Regional Port Authority reserves the right to reject any or all bids and to waive any informalities in the bids.

The Philadelphia Regional Port Authority is an agency of the Commonwealth of Pennsylvania and is not subject to sales tax. The Authority is also eligible for state and local pricing.

BID FORM

Project #12-090.P

BID FORM
FOR
UNIFORM RENTAL
(including weekly cleaning & repairs)
AT
PHILADELPHIA REGIONAL PORT AUTHORITY
PHILADELPHIA, PENNSYLVANIA

I. Monetary Section:

The undersigned, _____ (“Contractor”), having familiarized himself/herself/themselves/itself 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, MBE/WBE Forms, General Conditions, Plans and Specifications, etc., hereby proposes to perform everything required to be performed and to provide and furnish all labor, material, necessary tools, equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required to be performed for the following prices:

Please provide weekly rental unit price which includes weekly cleaning and repair for the employees as shown below. Unit prices are firm for the duration of this contract.

ITEM 1:

1) Shirts (100% cotton)--12 employees

\$ _____	_____
Weekly Rental Unit Price Written in Figures	Weekly Rental Unit Price Written in Words

2) Pants (100% cotton) --12 employees

\$ _____	_____
Weekly Rental Unit Price Written in Figures	Weekly Rental Unit Price Written in Words

3) Jackets (100% cotton shell) --12 employees

\$ _____	_____
Weekly Rental Unit Price Written in Figures	Weekly Rental Unit Price Written in Words

4) Navy Blue Coveralls --2 employees

\$ _____	_____
Weekly Rental Unit Price Written in Figures	Weekly Rental Unit Price Written in Words

5) Energy Mats --1 mat

\$ _____	_____
Weekly Rental Unit Price Written in Figures	Weekly Rental Unit Price Written in Words

6) Total Weekly Rental (total of lines 1 through 5)

\$ _____	_____
Weekly Rental Unit Price Written in Figures	Weekly Rental Unit Price Written in Words

7) Total Three Year Rental (total line 6 x 156 weeks)

\$ _____
Total Bid Written in Figures

Total Bid Written in Words

Item #2 – Replacement Items (unit price guaranteed): Estimated Quantities shown

1) Shirts (100% cotton)--11 each

\$ _____
Unit Price Written in Figures

Unit Price Written in Words

2) Pants (100% cotton) --11 each

\$ _____
Unit Price Written in Figures

Unit Price Written in Words

3) Jackets (100% cotton shell) --2 each

\$ _____
Unit Price Written in Figures

Unit Price Written in Words

4) Navy Blue Coveralls --2 each

\$ _____
Unit Price Written in Figures

Unit Price Written in Words

5) Black Mat --1 each

\$ _____
Unit Price Written in Figures

Unit Price Written in Words

Lead time for initial order _____

II. Contractor Responsiveness Section:

Not applicable (iv and vi)

- A.** The Contractor certifies to the best of its knowledge, information and belief that:
- i.* it is not currently suspended, debarred or under voluntary agreement not to submit bids by any federal, state or local government agency or authority.
 - ii.* it possesses all required business, contracting and trade licenses required to perform the work.
 - iii.* it possesses all the technical qualifications and resources, including equipment, personnel and financial resources, to perform the work.

- iv. **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.
- v. the information provided in connection with this bid on the MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form is accurate and the mandatory information on form is filled out completely.
- vi. **Not Applicable** - 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:

Not Applicable (iv and vi)

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.

If bid is by an individual or a partnership, form must be dated and signed here:

This _____ day of _____, 2011

Signature of Owner or Partner

Business Name of Bidder

Type or Print Name and Title

Address, Including Zip Code

Telephone Number

If bid is by a corporation, form must be dated and signed here by (a) President or Vice President and (b) Secretary, Assistant Secretary, Treasurer and a corporate seal affixed. If this form is not so signed, a duly certified corporate resolution authorizing form of execution used must be attached to bid.

CORPORATE SEAL

This ____ day of _____, 2012

Corporate or Business Name of Bidder

Address Including Zip Code

Signature of President or
Vice President

Signature of Secretary,
Assistant Secretary
Treasurer or Assistant Treasurer

Type or Print Name and Title

Type or Print Name and Title

Telephone Number

MBE/WBE

PHILADELPHIA REGIONAL PORT AUTHORITY
FORM 16 A (1)

BIDDER COMMITMENTS TO MINIMUM PARTICIPATION LEVELS (MPLs)

CERTIFICATION

By submitting this form on the bid for this contract, Bidder commits to meet the MPLs stated in the Notice to Bidders for both MBEs and WBEs for this contract.

Bidder understands there is no need to complete Form 16B.

Bidder acknowledges that, if selected as the lowest, responsive and responsible bidder on this contract, Bidder will be required to submit detailed information including but not limited to copies of quotes and letters of intent documenting commitments meeting or exceeding the minimum participation levels within 10 calendar days after notice of award or letter of intent to award.

Bidder acknowledges that failure to provide the documentation to the Philadelphia Regional Port Authority's (PRPA's) satisfaction detailing commitments made to MBEs and WBEs within 10 calendar days after notice of award will result in the rejection of this bid as non-responsive and the bid security shall be forfeited to PRPA as liquidated damages for the bid default as described in detail in the Instructions to Bidders. Bidders may request an extension of time for emergency situations prior to the due date.

Signature of Owner or Partner

Date

Business Name of Bidder

Type or Print Name and Title

Project Number

EIN Number

FORM 16 A(2)

BIDDER SOLICITED 5/5/5/5 BUT DOES NOT COMMIT TO BOTH WBE & MBE MPL

Bidder should check each box that applies to the bid and submit all information or explanation requested with the bid. **If Bidder is unable to check EVERY BOX because it does not apply, DO NOT USE this form; Bidder must use Form 16A3.**

CERTIFICATION

- ☐ Bidder conducted all initial MBE/WBE solicitations at least five (5) business days in advance of the bid date.
- ☐ Bidder solicited bids from at least:
- 5 DGS-Certified WBE subcontractors from the Work Area; **and**
 - 5 DGS-Certified MBE subcontractors from the Work Area; **and**
 - 5 DGS-Certified WBE suppliers; **and**
 - 5 DGS-Certified MBE suppliers.
- ☐ Bidder has documented solicitations and/or commitments on Form 16B, including all documentation necessary to support and explain why the MPLs were not met and **all this information and Form 16B are submitted in the bid.**
- ☐ Bidder **does not** commit to meet the MPL for **both WBEs and MBEs** as stated in the Notice to Bidders. Bidder does, however, commit to the following participation levels (Value: 0-100%):

To WBEs, we commit to a _____% participation level.

To MBEs, we commit to a _____% participation level.

Bidder does not commit to meet the MPLs for WBE subs & suppliers because:

Bidder does not commit to meet the MPLs for MBE subs & suppliers because:

Bidder may attach more sheet(s) as necessary to fully explain lack of commitments.

Signature of Owner or Partner

Date

Business Name of Bidder

Type or Print Name and Title

Project Number

EIN Number

FORM 16 A(3)

BIDDER DID NOT SOLICIT 5/5/5/5 AND DOES NOT COMMIT TO BOTH MPLs

CERTIFICATION

- ☐ Bidder conducted all initial MBE/WBE solicitations at least five (5) business days in advance of the bid date or Bidder will self-perform all Work and needs no supplies.
- ☐ Bidder did not solicit proposals from a minimum of 5 DGS-Certified WBE subcontractors and 5 DGS-Certified WBE suppliers and 5 DGS-Certified MBE subcontractors and 5 DGS-Certified MBE suppliers.
- ☐ Bidder has documented solicitations and/or commitments on Form 16B, including all documentation necessary to support and explain why the MPLs were not met and **all this information and Form 16B (even if blank) are submitted in the bid.**
- ☐ Bidder **does not** commit to meet the MPL for **both WBEs and MBEs** as stated in the Notice to Bidders. Bidder does, however, commit to the following participation levels (Value: 0-100%):

To WBEs, we commit to a _____% participation level.

To MBEs, we commit to a _____% participation level.

- ☐ Bidder did not solicit **5 WBE Subcontractors** because:

- ☐ Bidder did not solicit **5 MBE Subcontractors** because:

- ☐ Bidder did not solicit **5 WBE Suppliers** because:

☐ Bidder did not solicit **5 MBE Suppliers** because:

Bidder may attach more sheet(s) as necessary to fully explain lack of solicitations.

Signature of Owner or Partner

Date

Business Name of Bidder

Type or Print Name and Title

Project Number

EIN Number

FORM 16B WBE & MBE SOLICITATIONS & COMMITMENTS

Bidder: Address: Phone: Contact: Email:	Project: Project Title: Bid \$
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MBE Subcontractor Solicitations and Commitments

MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$

FORM 16B WBE & MBE SOLICITATIONS & COMMITMENTS

Bidder: Address: Phone: Contact: Email:	Project: Project Title: Bid \$
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MBE Subcontractor Solicitations and Commitments

MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
MBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$

FORM 16B WBE & MBE SOLICITATIONS & COMMITMENTS

Bidder: Address: Phone: Contact: Email:	Project: Project Title: Bid \$
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WBE Subcontractor Solicitations and Commitments

WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$

FORM 16B WBE & MBE SOLICITATIONS & COMMITMENTS

Bidder: Address: Phone: Contact: Email:	Project: Project Title: Bid \$
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WBE Subcontractor Solicitations and Commitments

WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$
WBE Sub: Address: Phone: Contact:	Scope of Work Quote \$ Commit \$

SECTION II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
FOR
PHILADELPHIA REGIONAL PORT AUTHORITY
CONTRACTS

(Revised as of February 12, 2015)

FOR USE ONLY WITH INVITATIONS TO BID.

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**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 all Prime 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 bid 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 bid forms 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 Mangament Unit

Phone 717-346-2676

Toll Free 1-866-435-7363

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

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. Geotechnical reports related to the Project will be made available for review by all bidders. Where borings, test piles, and existing underground and overhead structure locations are shown, they are solely for the information of the bidder; their correctness is not guaranteed by the Authority and in no event is such information to be considered part of the Contract. If this information is used by a bidder in preparing the bid, the bidder specifically assumes all risks resulting from conditions differing from the approximations shown. If bidders desire to obtain such data, the Authority will afford them the opportunity, at the bidders' own expense, to make borings or soundings, to drive test piles, or to dig test pits on the Site; provided, however, that the bidders shall restore the Site to the condition that existed prior to such excavation.

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.

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 "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 such 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 "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 Requests for Interpretation related to the proposed Work or proposed contract documents must be received, in writing, by the Director of Procurement, **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 via emails shall not be considered "written" requests.

B. NEITHER THE AUTHORITY, THE PROFESSIONAL NOR ANY REPRESENTATIVE SHOULD BE ASKED TO PROVIDE ANY ORAL INTERPRETATION TO ANY BIDDER REGARDING THE MEANING OF THE CONTRACT DOCUMENTS. ANY CONVERSATION BETWEEN A BIDDER AND THE AUTHORITY OR THE PROFESSIONAL SHOULD NOT BE RELIED UPON BY ANY BIDDER, ARE NOT BINDING UPON THE AUTHORITY AND SHALL NOT BECOME PART OF THE CONTRACT DOCUMENTS UNLESS THE INFORMATION SUBSEQUENTLY APPEARS IN A WRITTEN BULLETIN.

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 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.

Section 5 Submission of Bids:

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.

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 Signing the Bid:

The bidder must sign the bid correctly as described in the bid documents. The signature must be an ORIGINAL and HAND-SCRIPTED signature. If the bid 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 the bid is made by a corporation, the bid must be signed by the President or a Vice President and the Secretary or Treasurer of the corporation. If a person other than one of these officers executes the bid, a copy of the document authorizing that person to execute the bid must accompany the bid.

If the Certification is unsigned or not signed in the appropriate location, the bid will be deemed void and the bid WILL BE REJECTED by the Authority. The bidder will NOT

be given any opportunity to sign the page after the time and date of the bid opening. A signature appearing any other place in the bid package shall not be sufficient to substitute for the lack of a signature on the Certification and Bid Signature Page.

A bid 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 bid. Although the Authority reserves the right to waive technical defects or irregularities in a bid, a bid which is not accompanied by the security, as provided in Section 9 herein, may be rejected by the Authority.

Section 7 State of Incorporation:

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.

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** unless a different specific amount is set forth in the Contract 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 Check, it will be assumed that the amount of labor, or the quantities of materials or supplies to be furnished, will be in accordance with the estimated quantities required to perform the work of the Base Bid in the Contract Documents; provided, however, that 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 all Checks except those 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.

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 returned to the bidder without being considered by the Authority, unless it is not possible to determine the identity and address of the bidder.

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 Proposal 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 three (3) 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 a clerical mistake as opposed to a judgment mistake and 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 the compilation of its bid.

Section 16 Experience Questionnaire and Financial Statement Provided On Request:

At the Authority's request, or if specifically required by the bid, 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, not as a penalty, but as Liquidated Damages.

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/proposal 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 Contractor may obtain the current list of suspended and debarred Contractors by referring to the Department's 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

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 indentified 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 taxes on the importation of supplies, materials or equipment not 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 Minority Business and Women Business Enterprise

1. Participation Level – MBE and WBE

- a. The Authority utilizes the Department of General Services (DGS or Department) minimum participation levels (MPLs) for utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) subcontractors and suppliers for this project which was established pursuant to the provisions of Executive Order No. 2004-6. A bidder's MBE participation level is calculated by adding all dollar commitments to DGS-certified MBEs and dividing that total amount by the total contract bid price. The bidder participation level for WBEs is similarly calculated by adding all dollar commitments to DGS-certified WBEs and dividing that total amount by the total contract bid price. **Only DGS-certified MBEs may be used to achieve these MPLs.** The MPLs are set forth in the Notice to Bidders in the following form:

Project No.D.G.S.: _____

	MBE	WBE
1. General Construction	_____ %	_____ %
2. HVAC	_____ %	_____ %
3. Plumbing	_____ %	_____ %
4. Electrical	_____ %	_____ %

- b. Included in this invitation for bids is Form GSMWBE-16 (Form 16) which is comprised of two parts:
1. Certification (Form 16A).
 2. Record of MBE/WBE Solicitations and Commitments (Form 16B).

FORM 16A – CERTIFICATION MUST BE COMPLETED AND SIGNED BY EACH BIDDER AND SUBMITTED WITH ITS BID. FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM WITH THE BID SHALL RESULT IN REJECTION OF THE BID.

Form 16A requires bidders to respond to the MPLs in one of three ways:

1. A bidder can commit to meet both MPLs. If the bidder commits to meet both MPLs, no documentation in regard to MBE/WBE solicitations and commitments must be with the bid.
2. A bidder can commit to meet participation levels lower than the MPLs, but must provide evidence by way of Form 16B – Record of MBE/WBE Solicitations and Commitments, and documentation (copies of MBE/WBE quotes) that it is solicited a minimum of 5 MBE Subcontractors and 5 WBE subcontractors within the Work Area (defined below) and 5 MBE suppliers and 5 WBE suppliers.

3. A bidder can commit to meet participation levels lower than the MPLs and can indicate that it did not solicit 5 MBE subcontractors, 5 WBE subcontractors, 5 MBE suppliers and 5 WBE suppliers but must provide a satisfactory written reason(s) for not soliciting the minimum number of MBEs and WBEs.

For Item #1 above, a bidder must commit to meet both the MBE and WBE MPLs for the project. Bidders are encouraged to make these commitments. A bidder who commits to meet both the MBE and WBE MPLs only needs to check box 1, the “yes” box for both MBEs and WBEs, sign the Certification form and submit it with its bid. The bidder is not required to:

- (i) Complete the remaining portions of Form 16A – Certification
- (ii) Complete Form 16B - Record of Solicitations and Commitments; or
- (iii) Submit any MBE/WBE solicitation/commitment documentation with its bid documents.

If the bidder is selected for award, the bidder will be required to submit detailed information including but not limited to any contracts or letters of intent documenting the bidder’s commitment to the MPLs within ten (10) calendar days after notice of award from the Authority.

For item #2 above, a bidder who does not, in its bid document, commit to meet the MPLs but who has solicited a minimum of 5 MBEs and 5 WBEs for subcontracting and 5 MBEs and 5 WBEs for supplies, must:

- (i) Complete and sign Form 16A – Certification;
- (ii) Complete Form 16B – Record of MBE/WBE Solicitations and Commitments; and
- (iii) Submit the completed Certification (Form 16A), the Record of MBE/WBE Solicitations and Commitments (Form 16B), copies of the MBE/WBE quotes that it received, and other applicable documentation concurrently with its bid.

Bidders must include information on the Record of MBE/WBE Solicitations And Commitments (Form 16B) identifying all MBEs and WBEs solicited, all MBE and WBE quotes received (solicited and unsolicited) and all MBEs and WBEs to which it has made commitments.

For Item #3 above, a bidder who does not, in its bid documents, commit to the MPLs and who has not solicited 5 MBEs and 5 WBEs for subcontracting and 5 MBEs and 5 WBEs for supplies, must:

- (i) Include in its bid documents the reason(s) that it did not solicit a minimum of 5 MBEs and 5 WBEs for subcontracting and 5 MBEs and 5 WBEs for supplies

- (ii) Complete and sign Form 16A – Certification;
- (iii) Complete Form 16B – Record of MBE/WBE Solicitations and Commitments; and
- (iv) Submit the completed Certification (Form 16A), the Record of MBE/WBE Solicitation and Commitments (Form 16B), copies of MBE/WBE quotes that it received, and other applicable documentation concurrently with its bid.

Bidders must include information on Form 16B – Record of MBE/WBE Solicitations And Commitments identifying all MBEs and WBEs solicited, all MBE and WBE quotes received (solicited and unsolicited) and all MBEs and WBEs to which it has made commitments.

- (c) MBE/WBE subcontractors and manufacturers will be credited toward the MPLs at 100 percent of the total dollar value of the subcontract/supply contract. Stocking suppliers, which are commonly and ordinarily the custom in the industry and a part of the industry's trade practice, also are credited at 100 percent of the total dollar value of the supply contract; 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.
- (d) If the prime bidder is an MBE/WBE firm, the Authority will not credit the value of the prime bidder's contract toward meeting the contract MPLs. All prime bidders (including MBE/WBE prime bidders) are expected to comply with these Instructions to Bidders.
- (e) MBE/WBE subcontractors must perform at least seventy-five percent (75%) of the cost of the subcontract, not including cost of materials, with their own employees to be counted toward the MPLs.
- (f) A firm that is both an MBE and a WBE will receive credit toward the MPLs as either an MBE or WBE – not in both categories. Bidders must indicate on the Form 16B – Record of Solicitations and Commitments whether the firm is being listed as either an MBE or a WBE. If the bidder does not indicate whether it is using the firm as an MBE or a WBE, and that firm is certified as both an MBE and WBE, BMWBO shall credit the firm as either an MBE or WBE.

2. Responsiveness

- (a) A bidder who commits in its bid documents to meet the MPLs in Form 16A – Certification, signs the Certification, and submits the Certification with its bid shall be presumed to be responsive. The bidder will be required to provide detailed information including but not limited to copies of quotes and any contractors or letters of intent documenting the bidder's commitment to the MPLs within ten (10) calendar days of an Authority request. **Failure to provide the documentation, satisfactory to the Authority, detailing commitments made to MBEs and WBEs within ten calendar days after notice of award from the Authority shall result in**

rejection of the bid as non-responsive and the bidder's bid security shall be forfeited to the Authority as liquidated damages for the bid default.

- (b) A bidder who does not commit in its bid documents to meet the MPLs must submit a completed Form 16A and 16B with its bid and must submit copies of all quotes (solicited and unsolicited) received from MBEs and WBEs. The bidder must comply with the following requirements in order to be considered responsive:
- (i) **Minimum Solicitation Requirement.** Except as provided in subsections (iv) and (v) below, where the amount bid exceeds \$50,000 and the bidder does not commit to meet the MPLs, the bidder must solicit proposals from a minimum of 5 Department-certified MBE subcontractors, 5 Department-certified WBE Subcontractors, 5 Department-certified MVE Suppliers, and 5 Department-certified WBE Suppliers. For clarity, unless the bidder commits to meeting the MPL for MBEs, the bidder must solicit a minimum of 5 Subcontractors and 5 Suppliers. Similarly, unless the bidder commits to meeting the MPL for WBEs, the bidder must solicit a minimum of 5 WBE Subcontractors and 5 WBE Suppliers.
 - (ii) **Work Area.** For subcontractors, solicitations must be made in the Work Area, which for the purposes of the Department's MBE/WBE Policy is defined as the county in which the work is to be performed, adjoining counties, and any other county within a 50-mile radius of the job site. For subcontractors, except as provide in part (iv) below, if fewer than five eligible, Department-certified MBEs or five eligible, Department-certified WBEs exist within the Work Area, the bidder shall solicit from each category the maximum possible number of certified entities within the Work Area and solicit the remaining required number of certified entities outside of the Work Area.
 - (iii) **Timely Solicitations.** The bidder must initiate all MBE/WBE solicitations no later than five (5) business days prior to the scheduled bid opening date.
 - (iv) **Exemption of Minimum Solicitation Requirement for Subcontracting.** A bidder who will perform the contract work with its own forces is exempt from the minimum solicitation requirements for subcontractors only. If the bidder will perform the work with its own forces, it must provide an explanation on the Form 16A under statement 3.
 - (v) **Exemption of Minimum Solicitation Requirements for Supplies.** A bidder who will not need to procure supplies from any supplier or other outside resource is exempt from the minimum solicitation requirements for suppliers only. If the bidder will obtain no supplies from any resources outside of its own company, it must provide an explanation on the form 16A under Statement3.

- (vi) **Written Explanations.** A bidder who does not commit to meet both MPLs must include a written explanation of its failure to commit to both MPLs on Form 16A under statement 2 or 3. This explanation must demonstrate that the bidder has not engaged in discriminatory practices. A bidder who does not meet the minimum solicitation requirement, including the exceptions identified in subsections (iv) and (v) above, must provide a written explanation of its failure to do so on Form 16A under statement 3.
 - (vii) **Solicitations.** Mailings intended to provide notice of a contractor's interest in bidding a construction contract to large numbers of MBEs and WBEs will not be deemed solicitations, but rather will be treated as informational notification only. A bidder should only solicit MBE/WBE subcontractors, manufacturers or suppliers whose work, material, or supplies are within the project scope and are related to project line items or portions thereof. **Limited numbers of, or nonexistent, MBEs or WBEs in a geographic area, by itself, is not a reason for failing to solicit subcontractors, manufacturers or suppliers.** Bidders must indicate whether minority or women businesses were solicited for each type of work the bidder expects to subcontract for and for all materials which the bidder expects to procure and, if not, the reason(s) solicitations were not made. The bidder must submit with its bid an example of its request for quotation issued to MBE and WBE contractors and Suppliers.
 - (viii) **DGS Certification.** Credit will only be given for DGS-certified MBEs or WBEs toward a bidder's MPLs.
 - (ix) **Commitments.** Bidders must indicate the reason why it has not committed to an MBE or WBE for a type of subcontract work or for certain supplies in any area where a quote was received from an MBE or WBE. Where the bidder receives no quotations and makes no commitments to MBEs or WBEs, the bidder must specify on Form 16B – Record of MBE/WBE Solicitations And Commitments that no quotes were received. If there is another reason why no commitments were made, then provide this reason. If the bidder fails to use a quote from an MBE or WBE because the bidder feels the quote was not competitive, the bidder must submit a copy of the lower or more competitive quote(s).
- (c) Failure to properly complete and submit 16A-Certification, and Form 16B- Record of MBE/WBE Solicitations And Commitments, and the required documentation with the bid shall result in the rejection of the bid. Failure to comply with requirements in (i) through (ix) of subparagraph 2(b) above shall also result in rejection of the bid as not responsive. If there is a technical deficiency in the information submitted on the Form, or if some or all of the required documentation is not submitted with the bid, or if the Department requests an explanation for bidder's failure to comply with subparagraph 2(b)(iii), then the Department, in its sole discretion, may notify the bidder by facsimile transmission or by express mail that the bidder has two (2)

business days from the date of receipt of the notification to correct the deficiency. If the deficiency is not corrected within two (2) business day period, the bid will be rejected as nonresponsive. The two (2)-business day period is provided at the Department's discretion. The bidder is expected and required to make the necessary efforts regarding MBE and WBE subcontractors and suppliers five (5) business days prior to submission of the bid documents. A bidder who has not committed to meet the MPLs shall not be given the opportunity during the two (2)-business day period to solicit potential MBE/WBE subcontractors and supplies. **If a bidder fails to respond with the requested documentation within the two (2) –business day period, the Authority may charge the difference between the nonresponsive bidder's bid price and the next responsive bidder's bid price against the nonresponsive bidder's bid security.** Even if the Form 16A – Certification and Form 16B – Record of MBE/WBE Solicitations And Commitments are submitted and the bidder provides the documentation requested by the Authority to establish its solicitations and commitments, the Authority may also reject the bid if it determines that the bidder has discriminated against MBEs and/or WBEs in its solicitations and commitments to subcontractors or suppliers for the project.

- (d) Upon notice from the Authority of the need to remedy any deficiency in the MBE/WBE submission requirements, the bidder should fully review the requirements as well as its submission and the subsequently provided information to ensure that the submission and the subsequently provided information fully comply with the requirements Section 22 and Form 16. The Authority disclaims any and all responsibility for notifying the bidder of all deficiencies.
- (e) If a bidder is determined to be responsive, it does not mean that the bidder will be awarded the contract.

3. Responsibility

- (a) A bidder who does not commit to meet the MPLs for MBEs or WBEs shall meet the following standards for review:
 - (i) The bidder was not motivated by consideration of race or gender in failing to commit to the MPLs. If the bidder receives a solicited or unsolicited quote and does not commit to all or any portion of the quote, the bidder must provide a written explanation on Form 16A why the quote was not used, or why only a portion of the quote was used. The bidder must also furnish a copy of any competitive quote(s).
 - (ii) The bidder must show that minority and women businesses were not treated less favorably than other businesses in the contract solicitation and commitment process.
 - (iii) The bidder's solicitation and commitment decisions were not based upon policies, which discriminate against MBEs or WBEs.

- (b) Commitments to MBE and WBE firms made prior to contract award must be maintained throughout the term of any resulting contract, unless BMWBO has given prior written approval to a change in commitment to these firms.
- (c) If the Authority selects a lower base bid, the Authority may reduce the MBE/WBE commitments accordingly to reflect the reduction in the contract amount or changes in the contract scope. However, the MBE/WBE commitments remain intact if the deleted work does not affect the commitments.

4. Access to Information

In addition to the Authority, DGS, BMWBO and the Office of the Inspector General may obtain documents and information that may be required to ascertain bidder or contractor responsibility from any bidder, contractor, subcontractor, supplier or manufacturer. If the bidder fails to provide requested information, the Authority may declare the bidder not responsible. Information the Authority obtains during a review of a firm's solicitation and commitment process will be maintained on a confidential basis, to the extent permitted by law.

5. MBE/WBE Certification

- (a) Credit will not be given to a bidder for MBE/WBE manufacturers, subcontractors or suppliers that are not DGS-certified as MBEs or WBEs. All firms listed in the bid documents – including out-of-state firms – must be DGS-certified as an MBE or WBE to receive credit.
- (b) DGS certification of an entity as an MBE or WBE means only that the applicant for certification has submitted information that qualifies it as an MBE or WBE in terms of its ownership and control. DGS certification does not imply, and no bidder shall infer, that the Department has in any way investigated or approved the entity's competence to perform work.
- (c) Under the Act of December 21, 1984, No. 230, P.L. 210, 18 Pa. C.S.A. § 4017.2, a person commits a felony of the third degree, if, in the course of business, he or she engages in deception relating to MBE/WBE certification.

6. Bid as Part of the Contract

The bid of the successful bidder, including the completed MBE/WBE Solicitation/Commitment Sheet and accompanying documents regarding solicitation and commitments to MBEs and WBEs, becomes part of the contract.

7. Resources:

1. The Bureau of Minority and Women Business Opportunities (BMWBO) is available for technical assistance to all bidders submitting proposals for this contract. A listing of Department-certified MBEs and WBEs is incorporated in the contract documents. Department certification of an entity as an MBE/WBE means only that the applicant for certification has submitted information that qualifies it as an MBE/WBE in terms of its ownership control. It does not imply, and no bidder shall infer, that the Department has in anyway investigated or approved the entity's competence to perform work
2. BMWBO staff may be reached at the following address:

Bureau of Minority and Woman Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: 717-787-7380

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). Notice of Award of Contract will be made by letter mailed to the Contractor and will be effective upon the date the Authority mailed the Notice of Award. 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. **There will be no Contract with the Authority 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 a Contract Bond, or 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 Department strongly recommends that, all things being equal, contractors give preference in employment on projects of the Department 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 Bidder is hereby 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 III

GENERAL CONDITIONS

EXHIBIT "A"

GENERAL CONDITIONS FOR SUPPLY ORDERS

ENTIRE AGREEMENT: The Supply Order, Exhibit "A" and Exhibit "B" constitute the entire agreement ("Contract Documents") between the PRPA and the Vendor. The Contract Documents, except for any modification after execution of the Supply Order, are enumerated in order of precedence as follows: The Supply Order, General Conditions for Supply Orders and any amendments thereto, the proposal or description of supplies set forth in Exhibit "B" and any amendments thereto.

COMPLIANCE: Vendor agrees to comply with all applicable laws and regulations of the Commonwealth of Pennsylvania (the "Commonwealth"), and all rules, regulations and procedures established by the PRPA in carrying out this Supply Order. In carrying out this Supply Order, the Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

During the term of this Contract, Vendor agrees as follows:

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Vendor, subcontractor or any person acting on behalf of the Vendor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Vendor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
3. The Vendor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Vendor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Vendor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, accounts, to PRPA for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/ Sexual Harassment Clause. If the Vendor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting records to and permit access to its books, records and accounts by the contracting officer for forms supplied by the contracting officer.

6. The Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

7. The PRPA may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Vendor Responsibility File.

INDEPENDENT AGENT: Vendor, its agents and employees, shall act in an independent capacity and shall not act or be deemed to act as officers or agents of the PRPA or the Commonwealth.

INVOICE: On all invoices and correspondence relating to this Supply Order show the Supply Order number noted on this Supply Order. Address inquiries concerning the payment of invoices to Accounts Payable Department at the address shown on this Supply Order.

Send itemized invoices promptly once the service is rendered. Do not include items on more than one Supply Order number in one invoice. Consider a consecutive series of service Supply Order forms bearing a single total and number as one Supply Order.

The PRPA is exempt from the Pennsylvania Sales Tax. The Sales and Use Tax Regulations provide that exemption certificates are not required for sales made to government entities. Therefore, exemption certificates will not be issued.

Vendor shall not be allowed paid travel or per diem expenses except as specifically set forth in this Supply Order.

QUESTIONS: Questions concerning this Supply Order should be directed to the PRPA Procurement Administrator.

GOVERNING LAW: The Supply Order 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.

ASSINGMENT: Performance of this Supply Order may not be assigned without the prior written consent of the PRPA.

ASSIGNMENT OF ANTITRUST CLAIMS: Vendor and the PRPA recognize that overcharges by the Vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the PRPA. As part of the consideration for the award of this Supply Order, and intending to be legally bound, Vendor assigns to the PRPA all right, title and interest in and to any claims Vendor now has or may hereafter acquire under state or federal antitrust laws relating to the goods or services that are the subject of this Supply Order.

SAVE AND HOLD HARMLESS: The Vendor shall hold the PRPA harmless from and indemnify the PRPA against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the PRPA, defend any and all actions brought against the PRPA based upon any such claims or demands.

VENDOR INTEGRITY PROVISIONS:

Definitions:

“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 PRPA.

“Consent” means written permission by a duly authorized officer or employee of the PRPA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the PRPA shall be deemed to have consented by virtue of execution of this Supply Order.

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

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

“Vendor” means the individual or entity that has entered into this Supply Order with the PRPA, including directors, officers, partners, managers, employees, and owners of more than a five percent (5%) interest.

Vendor shall maintain the highest standards of integrity in the performance of this Supply Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth or the PRPA.

Vendor shall not disclose to others any confidential information gained by virtue of this Supply Order.

Vendor shall not, in connection with this Supply Order or any other agreement with the PRPA or the Commonwealth, 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 legal duty by any officer or employee of the PRPA or the Commonwealth.

Vendor shall not, in connection with this Supply Order or any other agreement with the PRPA or the Commonwealth, 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 officer or employee of the PRPA or the Commonwealth.

Except with the consent of the PRPA or the Commonwealth, neither the contractor nor anyone in privity with him 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 work under this Supply Order except as provided herein.

Except with the consent of the PRPA, Vendor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

Vendor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the PRPA Procurement Administrator in writing.

Vendor, by execution of this Supply Order and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that it has not violated any of these provisions.

Vendor shall, upon request of the PRPA or the Office of State Inspector General, reasonably and promptly make available to the PRPA and its representatives, for inspection and copying, all business and financial records of Vendor of, concerning, and referring to this Supply Order with the PRPA or which are otherwise relevant to the enforcement of these provisions.

For violation of any of the above provisions, the PRPA or the Commonwealth may terminate this Supply Order and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the PRPA and/or the Commonwealth. 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 PRPA and/or the Commonwealth may have under law, statute, regulation or otherwise.

COMMONWEALTH AUDIT: Any compensation or consideration paid by the PRPA or the Commonwealth under this Supply Order or any other agreement is subject to audit by the PRPA and other agencies and representatives of the Commonwealth in accordance with applicable laws and regulations. The PRPA reserves the right to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

The Vendor will submit to the PRPA copies of any audit conducted by or at the request of the Vendor that involves such compensation or other consideration.

SPECIFICATIONS

Specifications

1. PERIOD OF PERFORMANCE:

This requirement is for uniform rental service during the period of May 1, 2016 through April 31, 2019. Termination of a resultant order is to be automatic without further action on the part of the PRPA. Changes may be made only by written supplement of this order.

2. REQUIREMENTS:

- a. Rental charge shall include weekly cleaning, repair and replacement of worn items. Shirts and jackets shall have individual name labels and PRPA logo. There are twelve (12) employees and each employee will be issued eleven (11) pairs of pants, eleven (11) shirts and two (2) jackets. Shirts may be either short sleeve or long sleeve (employee's choice). Two employees will be issued two (2) coveralls. At the start of the contract, vendor shall provide new uniforms to the twelve employees (also applies to the existing vendor).
- b. Of the uniforms needed, approximately two (2) will need Large, two (2) will need XLarge, six (6) will need 2XLarge, one (1) will need 3XLarge, one (1) will need 5XLarge. The successful vendor will be responsible for affirming these measurements.
- c. The number of employees for the PRPA may increase or decrease as the employee population fluctuates. Unit prices are firm and are not subject to escalation.
- d. Shortage on uniforms returned shall be noted to the route driver and the vendor shall have 24 hours to return the shortage items.
- e. Replacement of the employee uniforms shall not exceed five (5) working days.

Note: Vendor may be asked to provide a sample of each item. These items shall be provided at no cost to the PRPA and will be returned at vendor's expense-if required.

3. CLEANING:

- a. Uniforms must be picked up once a week for cleaning and returned weekly. Vendor will clean all uniforms and guarantee clean uniforms each week.
- b. Any uniforms with stains or grease that cannot be removed shall be replaced within ten (10) working days.

4. DESCRIPTION OF UNIFORMS:

- a. Pants shall consist of material that is 8 ¾ oz. Equestrian twill of 100% cotton, double stitched permanent press stain release fabric. **Color:** Navy Blue
- b. Long sleeve and short sleeve shirts shall consist of material six (6) oz. heavy duty twill made of 100% cotton. Shirt shall have two (2) flap pockets with a pencil divider and a lined collar with permanent stays. Shirt shall have long tail lengths with stain-release permanent press fabric. **Color:** Light Blue
- c. Panel front jacket shall consist of heavy 7 ½ oz. twill stain resistant fabric quilted lining, 29" length. **Color:** Navy Blue
- d. Long sleeve, zipper front coveralls shall consist of 100% cotton. **Color:** Navy Blue.

Note: Upon termination of this order the PRPA is not expected to return any uniforms.

5. MEASUREMENT:

- a. All measurements or alterations must be made at the expense of the successful vendor, and at the convenience of the PRPA. All measurement or alterations necessary must be made not later than five (5) working days after notification.
- b. Each item of uniform must be correctly fitted for the wearer and must meet with the approval of the employee's Supervisor.
- c. All measuring will be done as directed by the PRPA. Measurements shall be made on PRPA's premises.

6. DELIVERY:

- a. Initial Order: All uniforms on the initial order shall be delivered by May 1, 2016.
- b. Add-on damage, replacements or size changes during the contract shall be delivered within ten (10) working days after measurement.
- c. Delivery/pickup shall be made on the same day of the week during normal business hours. The day and time is to be determined by the Director of Maintenance and the successful vendor.
- d. Vendor shall have receipt signed weekly by the Director of Maintenance or his designee.
- e. Vendor shall provide lockers for each of the twelve individuals for purposes of temporary storage. Separate lockers shall also be provided for soiled items.

- f. Delivery/pickup location: Philadelphia Regional Port Authority
Maintenance Department
3450 N. Delaware Avenue
Philadelphia, PA 19134

7. UNIFORM REPLACEMENT/SETUP & ADDITIONAL CHARGES:

- a. There shall **not** be any additional set-up cost for initial order, replacement or damage orders, or any additional orders during the contract. Set-up charge shall be included in the weekly rental cost. New hires will be added to the contract using the per person weekly rental rate.
- b. All measurements or alterations must be made at the expense of the successful vendor, and at the convenience of the PRPA.
- c. Vendor shall be responsible for the replacement of any damaged or worn out uniforms and any unfitting uniforms as needed during the contract period.
- d. Vendor will mend, patch, and replace buttons as needed to maintain a good appearance. Uniforms will be replaced when worn out.
- e. Each employee shall be granted one (1) size change per year, if needed. Any additional size change for the employee after the first free charge shall be an additional charge to the PRPA. PRPA will assume responsibility for any items that are lost by PRPA personnel; however, we will not pay for any setup costs for replacement items.

8. FLOOR MAT:

- a. A 3' x 10' dark gray energy mat is also included under this agreement.
- b. The floor mat is picked up for weekly cleaning and a clean mat is delivered.

9. MONTHLY BILLING

- a. Monthly billing will be for actual number of uniforms/floor mat rented.