PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

March 1, 2012

BID NUMBER: S2Z57010

TITLE: Facility Maintenance Contract for Philadelphia International Airport (PHL) & Northeast Philadelphia Airport (PNE)

DEPARTMENT: Commerce

DATE TO OPEN: March 30, 2012 at 10:30 AM

ADDENDUM # 1

TO ALL BIDDERS:
You are hereby notified of the following changes to the above mentioned bid:

Delete: Page 2-9 the "OFFICE OF ECONOMIC OPPORTUNITY ANTIDISCRIMINATION POLICY – MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS."

Bidders are directed to the OFFICE OF ECONOMIC OPPORTUNITY (OEO) ECONOMIC OPPORTUNITY Plan (EOP), Attachment F of Bid S2Z57010 for the OEO requirements.

ONLY PREQUALIFIED BIDDERS SHALL BE ELIGIBLE FOR AWARD AS A PRIME CONTRACTOR.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

D. Isaac
Buyer, D. Isaac

_____
AUTHORIZED SIGNATURE

_____
FIRM NAME (PRINT)

_____
DATE

DI/sj

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

March 27, 2012

BID NUMBER: S2Z57010

TITLE: Facility Maintenance Contract for Philadelphia International Airport (PHL) & Northeast Philadelphia Airport (PNE)

DEPARTMENT: Various

DATE TO OPEN: March 30, 2012 at 10:30 AM

ADDENDUM # 2

TO ALL BIDDERS:
You are hereby notified of the following changes to the above mentioned bid:

S2Z57010 has been postponed until further notice.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

Beatrice Isaac
Buyer, D. Isaac

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

DI/sj

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

April 2, 2012

BID NUMBER: S2Z57010

TITLE: Facility Maintenance Contract for Philadelphia International Airport (PHL) & Northeast Philadelphia Airport (PNE)

DEPARTMENT: Various

DATE TO OPEN: March 30, 2012 at 10:30 AM; Postponed until further notice

ADDENDUM # 3

TO ALL BIDDERS:
You are hereby notified of the following changes to the above mentioned bid:

Bid S2Z57010 will now open on April 26, 2012 at 10:30 A.M.

Please find the following added Attachments as part of this addendum:

- Attachment I – Airport Security
- Attachment J – Plant Inventory
- Attachment K – Sign-In for Pre-Bid and Site Inspection
- Attachment L – REVISED Terms and Conditions of Bidding and Contract. Please Note: Pages 1 through 8 MUST be signed and returned with the bid document.

Delete: Terms and Conditions of Bidding and Contract in their entirety and replace with attached revised Terms and Conditions of Bidding and Contract.

Delete: 1st paragraph 2.1.3, Page 1 9 in its entirety and replace with:

"The successful bidder will assign personnel to the shift crew to support scheduled maintenance/testing, and schedule additional work requested by the City and have adequate personnel available to handle emergencies." The successful bidder will assign personnel to the shift crew to support their work as required by minimum staffing requirements.

Delete: paragraph 2.22.25.2, page 69 in its entirety and replace with:

"Such proposals submitted for repairs will either be authorized or bid on a separate contract basis, at the option of the City."

Please find below the questions and answers resulting from the Mandatory Pre-bid Meeting Site Inspection held March 15, 2012.

Question 1. The various contract schedules reference utilizing the CMMS to maintain PM and Trouble call records. Does the City CMMS reflect all equipment to be maintained under this contract?

Answer 1. Successful bidder will take over the facility – and use the CMMS to maintain PM and Trouble call records – in an "as is" condition.

Question 2. Will a cost escalation be applied on any contract renewal period(s) for this Contract?

Answer 2. Refer to Section 4.2.17, "Provision for Labor and Maintenance Cost Escalation."

Question 3. How many liability claims have been filed at the facility for the equipment detailed in the Invitation and Bid over the past five (5) years?

Answer 3. Historical data requested is not available. The Division of Aviation, Facilities Maintenance does not track or maintain records on this topic.

Question 4. Will a copy of the Sign-In sheet from the Mandatory Pre-Bid Meeting and Site Inspection March 15th, 2012 be provided?

Answer 4. Yes, please find attached.

Question 5. Section 2.1.3 (Page 19) – '***The successful bidder will assign personnel to the shift crew to support scheduled maintenance/testing, and any schedule additional work requested by the City and have adequate personnel available to handle emergencies'***. Does this mean that no additional compensation will be provided for any assistance of any scope requested by the City for any reason? Is there any limit to such requests?

Answer 5. See above, paragraph revision on page 1 of this addendum.

Question 6. 2.6.2 (Page 33) – Identification – What are the security requirements to obtain the Airport Security Identification badge and what costs are associated with this process? Are there any additional Security requirements over and above what is required by the Airport and FAA? What are the associated costs with these requirements, if any?

Answer 6. Refer to Security requirements attached, Attachment I. Bidder may contact the Airport Security Department for any additional security and badging requirements and and for cost information.

Question 7. 2.10.1 (Page 35) – Replacement Parts – Inventory – Are there any additional City of Philadelphia Spare Parts Inventory to be managed under the FMC not listed in Attachment C? Any spare part inventories for any schedules other than Schedule A? Will an inspection of the current inventory be provided at the start of the contract term? If so, will the City provide storage space and inventory controls for this inventory? Will the parts be available 24/7?

Answer 7. Within each section of the Bid document, the City has provided its best estimates of the quantities of materials, descriptions of equipment, and frequency of service for specific items. Bidders should provide bid pricing for services requested as indicated in the Bid document. Per Section 1.7.4.5 "The facility will be taken over by the successful contractor in an as-is condition". Refer to Section 2.10 for complete information regarding replacement parts.

Question 8. 2.17 (Page 39) Contract Extras – Will repairs to equipment resulting from misuse or abuse by others be paid for at the rates specified in paragraph 5.26 through 5.26?

Answer 8. The successful bidder's applicable labor rates and material costs, excluding freight, for repair or replacement of parts damaged by malicious actions of others or Acts of God and for alterations and additions not covered by the contract, but required by the inspecting authorities shall be paid for at the rates specified in paragraphs 5.25 through 5.26.

Question 9. 2.18.3 (Page 29) Will a list of the Airport Maintenance Staff to be provided the specified cell phones with 2-way radio and email capability is provided prior to bid submittal?

Answer 9. Successful bidder shall provide Airport Maintenance staff with (minimum 12, maximum 20) cell phones with 2-way radio and email capability for communication.

Question 10. Will contractor be responsible to correct deficiencies that exist prior to the start of this contract?

Answer 10. Per Section 1.7.4.5, "The facilities will be taken over by the successful bidder in an "as is" condition."

Question 11. Is there a personnel requirement for the manpower totals as they are described in the Invitation and Bid document? What is the per shift requirement for mechanics, supervisors and/or helpers?

Answer 11. The successful bidder will assign personnel to the shift crew to support scheduled maintenance/testing, while maintaining minimum staffing levels as indicated in Section 2.1.2. See Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4, and 2.1.5 of Bid S2Z57010 for complete minimum staffing requirements.

Question 12. Some of the equipment listed within the Invitation and Bid have proprietary control systems that require communication devices that are not available to all service providers. Does the Airport have the necessary communication devices available? If not, how will various safety tests, troubleshooting and repair be completed on the wide array of equipment contained within the facility?

Answer 12. The Division of Aviation will make available whatever communication devices it has at its disposal, and will obtain any devices it does not possess but are deemed necessary.

Question 13. Much of the equipment in the facility appears to be over 10 years old and running 24/7 throughout that time period. Since some of this equipment is past its useful lifespan, are any programs in place to address this during the upcoming contract term?

Answer 13. Per Section 1.7.4.5, "The facilities will be taken over by the successful bidder in an "as is" condition."

Question 14. Will the requirement for up time and time out of service be taken into account for equipment that is no longer supported by the original equipment manufacturer?

Answer 14. Requirement for up time and allowed time out of service will be as indicated in bid document. Per Section 2.1.3 "Airport equipment listed MUST BE ninety-five (95%) operational at all times."

Question 15. 2.22.1.1.1 (Page 42) '***In all cases where newly installed equipment is within the 12 month Standard Warranty (per 2.22.1.2) it is the responsibility of the successful vendor to contact the manufacturer to receive warranty/service parts.***' Can it be assumed that the warranty provider is badged and able to access the site according to the Airport's Security Regulations? Often, if repairs are not completed by the OEM on equipment under warranty, the warranty can become void. In the event that a warranty provider is not available or responsive to service requests in a timely manner, how should the contractor approach this situation?

Answer 15. Successful bidder is to make no assumptions regarding another vendor's badge/access status. In all cases where newly installed equipment is within the 12-month standard warranty, it is the responsibility of the successful vendor to contact the manufacturer to receive warranty/service parts.

Question 16. 2.22.3.3.1 (Page 44) '***Elevators/Escalators/Moving Walkways: Preventative Maintenance/repair work requiring unit shut down shall be performed during the third shift.***" Will the DOA allow certain Preventative Maintenance tasks to be performed during the 1st and 2nd shifts to utilize the required manpower?

Answer 16. Preventive maintenance/repair work shall be scheduled as described in Section 2.22.3.3.1.

Question 17. 2.22.4.12 (Page 45) Stainless Steel Upkeep – What is implied by the phrase '***restore finishes of stainless steel surfaces at intervals to maintain a professional appearance***'? Who will determine the frequency that this task will take place? By what specific methods will stainless steel be restored?

Answer 17. The goal of Section 2.22.4.12 is to maintain and/or return to original condition the interior aspect of the Division of Aviation elevator cars, escalators, and moving sidewalks. This includes the cleaning and repair of bright work as required, as well as maintenance of diffusers, floor finishes, and lighting systems.

Question 18. 2.22.10.1 (Page 53) ASME/ANSI A17.1 Code. Is this the code that is to be referenced? How will the DOA expect requirements of future ASME/ANSI Code requirements to be handled? Will modification to existing equipment be priced according to section 2.17?

Answer 18. Per Section 1.7.9, "...bidders are required to be cognizant of all pertinent codes, ordinances, national codes, labor agreements, rules and regulations associated with services to be provided ..." Successful bidder shall comply with all guidelines established by Federal, Stare, and Local codes that are in effect at the time of bid.

Question 19. 2.22.19.6 (Page 67) '***For equipment within warranty period the bidder must comply with the manufacturer's O&M manual requirements. Bidder shall provide all tools, equipment, accessories, and consumables for preventative maintenance for normal operation during the warranty period. Bidder will provide trouble-shooting of equipment during warranty period and report to Airport's Maintenance Manager or his designee.***' Typically, preventative maintenance and repair of newly installed equipment is performed by the OEM or installed. Work by others has a risk of voiding warranties. Will a copy of the warranty and any service agreement for newly installed equipment be provided to avoid this possibility? If equipment installed by others contains proprietary equipment, will everything required to maintain that equipment be provided? (i.e. service communication tools, service manuals, spare parts, etc.)

Answer 19. The Division of Aviation will make available whatever manuals, tools, etc. it has at its disposal following turnover from a construction project, and will obtain any items it does not possess but are deemed necessary.

Question 20. 2.22.25.2 (Page 69) What does the $3,000.00 deductible refer to?

Answer 20. Section should read: "Such proposals submitted for repairs will either be authorized or bid on a separate contract basis, at the option of the City."

Question 21. 2.22.36.2 (Page 72) Assistance for Inspections - '***In the event that this requires the supply of more than one crew for more than 3 hours per year per unit, such supply must be provided to the City at no additional cost beyond monthly contract price.***' Should this read 'less than 3 hours per year per unit'?

Answer 21. The language put forth in Section 2.22.36.2 is correct as written.

Question 22. 2.22.37.10.5 (Page 75) '***Parts or assemblies, which have worn or deteriorated beyond "normal" adjustment limits shall be replaced as provided for under the "replace" and/or "repair" section of the specification.***' What does 'deteriorated beyond "normal" adjustment limits' mean? To what does the "replace and/or repair" section refer to?

Answer 22. The replace and/or repair" section refers to the manufacturer's recommendations or applicable codes.

Question 23. 2.22.39.1.2 (Page 77) '***Do not repair or replace: Car enclosure, floor coverings, hoistway enclosure, hoistway door and frame finished and door sills.***' Is elevator cab re-lamping to be the responsibility of the successful bidder?

Answer 23. Yes.

Question 24. 2.22.39.10.2.2 (Page 83) - Electric Carts – According to the manpower requirement detailed in the Invitation and Bid document, more than 3 electric carts will be necessary. Will Terminal parking be provided for additional carts?

Answer 24. Terminal parking will be allowed in designated areas, on a space available basis.

Question 25. 2.23.1.1.11 (Page 105) Monthly cleaning and inspection of floor and roof drains and gutters – Will a list of floor and roof drains and gutters to be cleaned and inspected be provided before bid submission?

Answer 25. There is no list of all locations or estimated quantities.

Question 26. 2.26.3 (Page 156) Technical Description – SCADA – Is all equipment to be maintained listed within this section?

Answer 26. Within each section of Bid document, the City has provided its best estimates of the quantities of materials, descriptions of equipment, and frequency of service for specific items. Bidders should provide bid pricing for services requested as indicated in the Bid document. Per Section 1.7.4.5 "The facility will be taken over by the successful contractor in an as-is condition".

Question 27. 2.26.4 (Page 158) Technical Description – Airfield Lighting Control System (ALCS) – Is all equipment to be maintained listed within this section?

Answer 27. Refer to Answer 26, above

Question 28. 2.27.1 (Page 168) Schedule I – Uninterruptible Power Supply (UPS) – Is all equipment to be maintained listed within this section?

Answer 28. Refer to Answer 26, above.

Question 29. 2.27.2.6.2.2 (Page 171) Schedule I – UPS – When were the batteries last replaced in the UPS?

Answer 29. Bidders should provide bid pricing for services requested as indicated in the Bid document. Per Section 1.7.4.5 "The facility will be taken over by the successful contractor in an as-is condition".

Question 30. 2.28 (Page 176) Schedule J – Is all equipment to be maintained listed within this section?

Answer 30. Refer to Answer 26, above.

Question 31. 2.30 (Page 223) Schedule L – Fire Alarm Systems – Attachment E lists total alarm points on the system. Is a breakdown of the equipment that compiles this list (i.e. heat detectors, smoke detectors, manual pull stations, etc?)

Answer 31. There is no breakdown of this equipment.

Question 32. 2.40 (Page 307) Schedule V – Interior Landscape Services – Is an inventory of interior plants and planters with locations and/or map available for all materials at PHL and PNE?

Answer 32. Yes, as Attachment J of this addendum.

Question 33. 5.3.2 (Page 341) – Schedule E – Preventative maintenance (inspection and cleaning) of sewage and sump pumps – Which locations are to be maintained on a monthly basis?

Answer 33. There are eleven (11) total locations to be maintained. Bidders should provide bid pricing for services requested as indicated in the Bid document. Per Section 1.7.4.5 "The facility will be taken over by the successful contractor in an as-is condition".

Question 34. 5.5.1 (Page 349) – Schedule G – HVAC Maintenance – Is all equipment to be maintained on a monthly basis included within the Invitation and Bid (Section 2.25)?

Answer 34. Refer to Answer 26, above.

Question 35. 5.12.4 (Page 362) – Schedule N – Bird Control – '***Special nylon screening with zipper along three sides for access to utilities above per square yard.***' Zippers are available in several lengths. Please clarify how pricing is to be prepared for an item that is linear in nature?

Answer 35. Bidders should provide bid pricing for services requested as indicated in the Bid document in Section 5.

Question 36. 5.16.6.1 (Page 372) – Schedule R – Interior Cosmetic – Carpet Removal – To what extent is this section implying? Can it be assumed that like flooring will be installed following this activity?

Answer 36. Bidders should provide bid pricing for services requested as indicated in the Bid document, "…carpet, padding, and adhesive removal and sub-surface cleaning."

Question 37. 5.19 (Page 383) – Schedule U – Roofing – Square foot pricing, including labor, is requested within this section. Can you confirm that all labor, investigation time, and equipment, etc. is to be included under pricing per square foot or linear foot? Due to the nature of commercial roofing, investigation time and required labor can vary greatly on repairs of the relative same size. This makes it difficult to price this schedule accordingly. Please clarify.

Answer 37. Refer to Answer 26, above

Question 38. Attachment F – OEO Economic Opportunity Plan – Page 2 Section D-2 – '***Bidder agrees to exhaust its Best and Good Faith Efforts to employ minority persons and females in its workforce of apprentices and journeymen at the following levels:***

Minority Apprentices – 50% of all hours worked by all apprentices

Minority Journeymen – 32% of all journey hours worked by all trades

Female Apprentices – 7% of all hours worked by all apprentices

Female Journeypersons – 7% of all hours worked across all trades'

If a non-union subcontractor is utilized to perform a specific task, providing that Prevailing Wage Rate requirements are satisfied, and the specific levels listed in this section do not exist, how will the OEO evaluate participation?

Answer 38. OEO requires the Bidder to document their "best and good faith efforts" to employ a diverse workforce. Meaning, the bidder must provide documentation/evidence/explanation as to what efforts they made in advance of the bid opening to prepare for the employment of a diverse workforce if awarded the contract.

Question 39. If an apprentice position does not exist within a labor union, how can this requirement be satisfied?

Answer 39. Please identify the labor union(s) that do not have approved apprenticeship programs.

Question 40. If a union subcontractor is utilized to perform a specific task, and that particular union does not have sufficient representation within their membership to satisfy the percentages above, how will the OEO evaluate the levels of workforce participation?

Answer 40. Again, OEO requires the Bidder to document their "best and good faith efforts" to employ a diverse workforce. Meaning, the bidder must provide documentation/evidence/explanation as to what efforts they made in advance of the bid opening to prepare for the employment of a diverse workforce if awarded the contract.

Question 41. Will there be a bid extension?

Answer 41. Please refer to page 1 of this addendum for revised opening date.

Question 42. What are the manpower requirements on the weekend and holidays?

Answer 42. The successful bidder will assign personnel to the shift crew to support scheduled maintenance/testing while maintaining minimum staffing levels as indicated in Section 2.1.2. See Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4, and 2.1.5 of Bid S2Z57010 for complete minimum staffing requirements.

Question 43. Why is there such a significant increase on manpower? 26 field Personnel?

Answer 43. See Answer 42, above.

Question 44. What is the mix of 26? How many helpers per shift? Mechanics per shift? Teams per shift? How many elevator company provided supervisors that are non-field related at the site? Does that 26 include elevator supervisors and managers?

Answer 44. See Answer 42, above.

Question 45. How many foremen are there per shift?

Answer 45. See Answer 42, above.

Question 46. How many mechanics, teams, helpers and foreman per shift on the weekends.

Answer 46. See Answer 42, above

Question 47. Is there any known repair or maintenance deficiencies existing? Can that list be supplied?

Answer 47. There is no list.

Question 48. What is the specific breakdown per shift of the personnel?

1st Shift: 10 (Are these mechanics, helpers, teams or elevator supervisors)

2nd Shift: 5 (Are these mechanics, helpers, teams or elevator supervisors)

3rd Shift: 11 (Are these mechanics, helpers, teams or elevator supervisors)

Answer 48. See Answer 42, above.

Question 49. Are there any bonds that the subcontractor must be responsible for? Performance or bid bond?

Answer 49. No, Prime contractor is responsible for any and all fees associated for bid S2Z57010.

Question 50. Will the existing Elevator service company replenish the depleted spare parts inventory prior to turning over the contract?

Answer 50. Yes.

Question 51. Weekend Shifts for the Elevators/ Escalators (Schedule A): are there to be 26 personnel or is there a "skeleton crew" on the weekend? What are the minimum requirements for weekend and Holidays (City and Union) as well?

Answer 51. See Answer 42, above

Question 52. Mechanic Wages: Do the mechanics get paid over scale at the airport? How are wages handled on Saturday and Sundays?

Answer 52. Per Section 2.4.1, "All employees performing work under this contract shall be paid at least the applicable prevailing wages…." Refer to Section 2.4, Prevailing Wages and working Conditions, for complete requirements. See attachment B for Bid S2Z57010 for the current rates.

Question 53. Is there a shift overlap?

Answer 53. See Answer 42, above

Question 54. Can we get a City Holiday Schedule?

Answer 54. The Airport does not have a holiday schedule.

Question 55. Is the current workforce approved/ acceptable to remain?

Answer 55. The Division of Aviation is not aware of any issues that would preclude the current workforce from being retained.

Question 56. Who owns the parts on site?

Answer 56. Bidders shall refer to Section 2.10.1 "Inventory", Section 2.10.2 "Replacement Parts", and Section 2.10.3 "Final Inventory" for information regarding on-site parts ownership, initial inventory, and supplemental inventory.

Question 57. Section 2.22.25.2: Is the $3,000 deductible for work outside the contract per INCIDENT or ANNUAL?

Answer 57. See paragraph revision above on page 1 of this addendum.

Question 58. Does the facility own the water treatment controllers and chemical feed pumps or do they need to be supplied?

Answer 58. The facility owns the water treatment controllers and chemical feed pumps.

Question 59. Would it be possible to provide us with the volumes for the chilled water loops?

Answer 59. This data is not available.

Question 60. Would it be possible to provide annual average makeup water usage for the cooling systems?

Answer 60. This data is not available.

Question 61. Regarding prevailing wages: The LU 420 CBA for HVAC service is in actuality between Steamfitters LU 420 and the Servicing Contractors Association of Greater Delaware Valley (Attached is the cover page for that agreement.); please provide the HVAC CBA.

Answer 61. The bidder shall contact the individual unions for a copy of the unions' collective bargaining agreement.

Question 62. If available, please supply a full inventory of interior plants and planters with locations and or map for all material under contract at the airport

Answer 62. Inventory list attached, Attachment J.

Question 63. As there was no tour performed at the North East Airport, are there any interior plants and containers at that location? If so, please supply a full inventory for this facility as well.

Answer 63. There are no interior plants or containers at Philadelphia Northeast Airport.

Question 64. Please confirm the number of items to be maintained under the Internal Landscaping services.

Answer 64. Inventory provided as Attachment J to this addendum.

Question 65. Given the complexity and short turnaround for this bid, please advise if a three (3) week extension can be granted for the bid submittal date?

Answer 65. See Answer 41, above.

Question 66. Various electrical switchgear, substations, load centers, etc have recently been updated. Please identify which units are new or scheduled for replacement?

Answer 66. That information will not be provided at this time.

Question 67. Please provide 1) age and 2) schedule for replacement of all electro-mechanical equipment included in this bid?

Answer 67. See response to Answer 66, above.

Question 68. Please provide facilities spend for FY 2010 and 2011. The facilities spend should include operating budget line items covered by the subject facilities maintenance bid. Also, please provide capital spend information for the same period.

Answer 68. See response to Answer 66, above.

Question 69. Please identify which Local trades / maintenance unions currently represent the electrical, mechanical, HVAC, plumbing, carpentry, roofing, masonry scope of services as given in the Facilities Maintenance bid documents.

Answer 69. The Division of Aviation does not have that information. Bidders are responsible to conduct their own investigation.

Question 70. Please identify which city owned lifts and equipment will be available for use by Contractor?

Answer 70. No city owned equipment will be available for use by Contractor.

Question 71. Please identify the type, manufacturer, version of the facilities work order system currently in use?

Answer 71. Division of Aviation uses MAXIMO Advantage 3.4. System used by current vendor is unknown.

Question 72. Please identify the model and manufacturer of the various facility automation control systems currently being used for control of HVAC, electrical, alarms, controls, lighting, auto temperature control, etc.? During site tour we were advised one control system had been disabled?

Answer 72. HVAC systems in use are Siemens and CM3.

Question 73. Please provide the names of all subcontractors which are currently providing services to the current prime contractor.

Answer 73. That information will not be provided at this time.

Question 74. Is any CAD or hard copy drawings available to review the electrical, mechanical, and general arrangement of the various facilities?

Answer 74. Drawings can be made available to the successful bidder.

Question 75 Is there any historical work orders which can be reviewed for the prior year of maintenance?

Answer 75. That information will not be provided at this time.

Question 76. Is there any records for PM and unscheduled work order volume for the last year of maintenance and repair?

Answer 76. That information will not be provided at this time.

Question 77. Please confirm the number of items to be maintained under the Internal Landscaping services.

Answer 77. See Answer 64, above.

NO MORE QUESTIONS SHALL BE ENTERTAINED AT THIS TIME.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

Buyer, D. Isaac

_____
AUTHORIZED SIGNATURE

_____
FIRM NAME (PRINT)

_____
DATE

DI/sj

attachment

ATTACHMENT I
AIRPORT SECURITY

SECTION 7 - AIRPORT SECURITY

A. PURPOSE

The Philadelphia International Airport ("**Airport**" or "**PHL**") has adopted, maintains and enforces an Airport Security Plan ("**ASP**"), as mandated by the U.S. Department of Homeland Security by and through its Transportation Security Administration ("**TSA**"). These security rules and regulations are adopted in support of the ASP for the safety and security of all those who enter and utilize PHL and those who violate these rules and regulations or applicable federal regulations will be subject to the appropriate penalty indicated herein.

B. COMPLIANCE REQUIREMENTS

1. All persons using the Airport (as defined in Section 1 of these rules and regulations) are subject to the security program and these security rules and regulations, as amended from time to time.

2. No one may, or cause another person to, tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure or procedure implemented pursuant to, or in association with, the ASP.

3. **Penalty for Noncompliance.** Persons who violate security regulations and procedures, including those set forth herein may:

   i. Be denied future access to the Secured, Air Operations, SIDA or Sterile Areas;

   ii. Have their access or driving privileges and/or Airport Identification Badge ("**PHL ID Badge**" or "**PHL Security Badge**") suspended for up to 30 days;

   iii. Have their access or driving privileges and/or PHL ID Badge permanently revoked; and/or

   iv. Be fined or otherwise penalized in accordance with applicable regulatory measures.

C. DESCRIPTION OF AIRPORT AREAS

1. **Public Areas** (sometimes referred to as "**Landside**") are normally accessible to the General Public. They include public portions of all Terminal Buildings, parking lots, and Airport roadways. See Exhibit 7-1.

2. **The Security Identification Display Area ("SIDA")** is that portion of the Airport in which each person is required by the Airport Operator to

continuously and prominently display Airport issued or Airport approved identification between the neck and waist on the outermost garment unless that person is under an Airport approved escort. See Exhibit 7-1.

3. **Restricted Areas** are those parts of the Airport not open to the public and include, but are not limited to, baggage make up areas, passenger and cargo loading ramps, hangar areas, runways and taxiways. Restricted areas are a part of the SIDA. See Exhibit 7-1.

4. **The Air Operations Area ("AOA")** is the portion of the Airport designed and used for landing, taking off or surface maneuvering of Aircraft. The AOA is that area contained within the security boundary established by buildings and chain link fencing along the perimeter of the Airport. It includes all aircraft movement areas i.e. runways, taxiways etc., aircraft parking areas, loading ramps and safety areas used by commercial aircraft and any adjacent areas that are bounded by the outer service road. The Air Operations Area is a part of the SIDA. See Exhibit 7-1.

5. **The Secured Area** (sometimes referred to as "**Airside**" and including the Restricted, SIDA and AOA areas) is that area of the Airport where access is controlled by a system, method, or procedure to control authorized access and deny access to unauthorized persons. At PHL, the Secured Area is comprised of that portion of the Air Operations Area bordered on the north by the perimeter fence line and Terminal and cargo buildings (as well as associated cargo facility ramps), on the east by the grass area adjacent to the "F" Ramp, on the South by the Outer Service Road, and on the west at the intersection of the Deicing Apron and the Outer Service Road. The Secured Area therefore includes all the baggage tunnels, the east and west aprons, as well as the fuel loading and truck parking apron. See Exhibit 7-1. The boundary of the Secured Area may be changed, from time to time, either temporarily or permanently.

6. **The Sterile Area** (sometimes referred to as "**Terminal**") is the portion of the Airport that provides passengers access to board aircraft and to which access is controlled through the screening of persons and property. It includes the area past Security Screening at Terminals/Concourse A West, A East, B, C, D, E and F. See Exhibit 7-1.

D. PROCEDURES FOR ACCESS TO RESTRICTED AREAS

1. Security Screening

a. **Who Must be Screened.** Persons desiring to enter the Secured Area, AOA, SIDA or Sterile Area are subject to, and consent to, security screening, questioning, inspection and search of their persons and accessible property as required by law and must comply with the

system, measures or procedures being applied to control access as defined in these rules.

b. **Random Screening of Badgeholders.** Badgeholders may be subject to random screening and searches by the TSA or other appointed authority at any time while attempting to access, or in, restricted areas.

c. **Inspection of Badges.** Anytime an individual with a PHL ID Badge attempts to pass through a federally regulated checkpoint or a staffed perimeter security checkpoint, the individual responsible for checking PHL ID Badges will stop the individual; verify/compare the photograph on the badge to the person; and check the badge's expiration date.

d. **Handling Invalid Badges.** If the person attempting to pass the checkpoint does not match the photograph on his/her PHL ID Badge, or if the PHL ID Badge is expired, altered, or counterfeit, the person responsible for checking the PHL ID Badge will:

1. Deny that person access to the restricted area;

2. Confiscate the PHL ID Badge; and

3. Immediately report the incident to the Airport Police at (215) 937-6711 or the Airport Security Department at (215) 937-5452.

2. **General Requirements for Access**

a. The only persons authorized to enter restricted areas are:

i. Authorized and properly identified PHL personnel, tenants, tenant employees, and airline employees assigned a duty or aviation activity or who have an operational need to be in a particular area;

ii. Passengers, who under appropriate supervision, are entering to enplane or deplane an aircraft;

iii. Persons under appropriate supervision or escort as discussed in Section D.6. below;

iv. Those having prior written PHL authorization; and

v. Properly identified FAA, TSA, or DHS employees or representatives.

b. **Removal of Unidentified and Unauthorized Persons.** Unidentified and unauthorized persons in the Secured, Sterile, SIDA or Air Operations Areas may be detained or removed by the Airport Director or his duly authorized representative, Airport Police or the TSA.

3. **Approved Identification for Unescorted Access to Restricted Areas:**

a. Valid Airport ID indicating that individual has unescorted access privileges to that area; or

b. In the case of aircraft crewmembers, dressed in the full uniform of his/her company, a photo ID issued by an authorizing airline; or

c. In the case of an FAA Aviation Safety Inspector conducting his/her assigned duties, an FAA Form 110 A in his/her possession; or

d. TSA identification badges worn by authorized TSA agents.

4. **Airport Badge Description/Authorization**

a. PHL issues four (4) different colored PHL ID Badges to identify personnel and designate their access privileges based on their need to be at a given work station (See Exhibit 7-2):

Color	Access Authorization	Escort Privileges	Expiration
BLUE	Unescorted access to areas of the Sterile, Secured, SIDA and Air Operations Areas where badgeholder has an operational need to be	-Indicated by PHL issued escort designation -Authorized to escort in Sterile Area, Secured Area, SIDA and AOA	Expires in two (2) years
RED	Access to Sterile Area only, i.e. Non-SIDA/Non-Secured Areas; no access to AOA	None	Expires in two (2) years
YELLOW	Temporary unescorted access badge issued to contractors giving them access to areas of the Sterile, Secured, AOA and SIDA areas where they will be working	-Authorized to escort individuals within AOA work area only -May not escort vehicles through a gate or within the AOA	Expires in one (1) year
WHITE	Access to Airport Employee Parking Lot only	None	Expires in one (1) year

b. **Specialized Media Access Identifiers**

1. PHL has developed and implemented the following special badge media access identifiers to improve recognition of individuals who have an operational need to enter or leave areas of operation in a quick and efficient manner in order to uphold the safety and security of the airport environment:

   i. **Law Enforcement Officer ("LEO") Identification**

   -Issued to local Airport and Federal Law Enforcement Personnel who have been authorized to carry a firearm into the AOA, SIDA, Secured and Sterile areas;

   -Distinguished by a solid red line at the top of the badge and a red box below the expiration date.

   ii. **Aircraft Rescue and Firefighting ("ARFF") Personnel**

   -Issued to ARFF personnel who must access the AOA, SIDA, Secured and Sterile areas in the event of an emergency;

   -Distinguished by solid orange line at the top of the badge and an orange box below the expiration date,

   iii. **Emergency Response Personnel**

   -Issued to Airport employees, law enforcement and emergency response personnel who must access the AOA, SIDA, Secured and Sterile areas in the event of an emergency.

   -Distinguished by yellow/gold box on the Airport Expiration Date.

2. **FAA Aviation Safety Inspector Identification**

   -FAA Aviation Safety Inspectors possessing FAA Form 110A have unescorted access to those portions of the SIDA in which it is necessary for them to conduct their assigned duties of inspection.

   -FAA Aviation Safety Inspectors must have Form 110A in their possession at all times.

   -Restriction on Use of Form 110A. While Form 110A is considered an official identification medium while in secured areas, it does not provide an inspector access to areas that are not being inspected. Access to other secured areas must be gained through local airport procedures.

3. **Airline Carrier Identification Media**

(a) Flight crewmembers who are in uniform and wearing their air carrier issued identification medium readily visible at waist level or above may access the following portions of the Secured Area:

i. The immediate vicinity of the aircraft to which the flight crew is assigned;

ii. The flight crew operations/flight office, or its equivalent; and

iii. Points in between as authorized by PHL.

(b) If there is an operational need for cabin crew members to have unescorted access to the area within the immediate vicinity of the aircraft to which the crew is assigned, the flight crew operations/flight office or points in between, the ASC or his/her designee may approve such access.

4. **TSA Inspection Authority**

The TSA may enter and be present within Secured areas, the AOA and SIDA without access media or identification media issued or approved by an airport operator or aircraft operator in order to inspect or test compliance or perform other such duties as TSA may direct pursuant to applicable federal law.

5. **Badgeholders' Responsibilities**

a. **PHL Identification Badge Display**

1. All individuals requiring unescorted access to the secured area of the Airport must wear their PHL ID Badges at waist level or above, prominently displayed and readily visible on their outer clothing.

2. The PHL ID Badge is the sole property of the Airport and badgeholders may not alter the appearance of the PHL Identification Badge by covering up the picture or applying or wearing tenant ID badges, objects, stickers other than those authorized by the Airport, or other encumbrance over the PHL ID Badge.

3. Badgeholders must immediately have the PHL ID Badge replaced if it is damaged in any way i.e. the badgeholder's name, badgeholder's picture, company name, or badge expiration date becomes indistinguishable or the badge is torn or split in any way.

b. <u>Proper Use of PHL Identification or Access Medium</u>

1. **Badge Must be Used for Purpose Issued.** No person may use, allow to be used or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence or movement of persons or vehicles in Secured, Air Operations or SIDA Areas in a manner other than that for which it was issued by the Airport;

2. **Use of Another Person's Badge Prohibited.** PHL ID Badgeholders are prohibited from using another person's PHL Identification Badge or providing their PHL ID badge to any other person for the purpose of unescorted access to a restricted or secured area;

3. **Badge Must be Valid.** Badgeholders are responsible for renewing their badges before they expire and may not use or attempt to use an expired or otherwise invalid badges to access the restricted area;

4. **Badge for Use during Designated Work Hours for Job-Related Purposes.** Off-duty badgeholders traveling on commercial airline flights may not use PHL Identification badges or access media to bypass or escort others around the TSA security screening checkpoint process;

5. **"Piggybacking" or "Tailgating" Prohibited.** Badgeholders must ensure that door or gates that they open are securely closed behind them and must not allow anyone else to enter behind them without that person utilizing his/her own PHL issued identification or access media. Propping open or leaving a direct access point unattended will result in an alarm and subsequent response by the Philadelphia Police and/or the Airport Operations Department. **Penalty:** Any person who gains or allows another person unauthorized access into the Secured Area and Air Operations Areas by "piggybacking" or "tailgating," which involves holding a gate or door open for someone to allow him or her to enter a secured or restricted area without using his or her PHL ID Badge, as described in the TSA approved SIDA training program, will be subject to the penalties in Section B herein and/or a monetary fine in accordance with the schedule in Appendix G and may be denied future access to the Secured, Air Operations or Sterile Areas;

6. **Swiping of Badges in Elevators.** Badgeholders who gain access to a restricted area via an elevator must ensure that each unescorted person on the elevator swipes his/her own PHL Identification Badge and gets a green light on the card reader before proceeding.

c. **Challenge Responsibilities**

1. **Badge Challenge Requirement**

   a. **When to challenge.** Any PHL badgeholder who has unescorted access to the AOA, SIDA and Secured Areas that identifies a person who is not visibly or properly displaying a PHL ID badge must challenge that individual in order to ascertain his/her identity.

   b. If a badgeholder feels that challenging someone would endanger his/her safety, he/she must immediately contact Airport Police at (215) 937-6711 or the Airport Security Department at (215) 937-5452, observe the person while on the phone, if possible, and provide a description of the person and his/her location.

2. **Badge Challenge Procedure**

   a. The challenger should proceed as follows:

      i. Approach the individual in question and request to verify his/her ID Badge;

      ii. Do not touch, grab, or threaten the individual in question;

      iii. If the individual is unable to produce a PHL ID Badge, immediately contact the Airport Security Department by radio or by phone at (215) 937-5452 or the Airport Police by radio, or by phone at (215) 937-6711;

      iv. The Airport Security Department or Airport Police will take appropriate action to identify the violator;

      v. Violators will be immediately escorted out of the secured area by the responding enforcement personnel.

   b. PHL will maintain a record of each violation for a minimum of 180 days.

3. **Badge Challenge Compliance**

   Badgeholders must cooperate and immediately present their identification badges when challenged.

d. **Responsibility for Reporting Suspicious Activity**

i. All badgeholders, including airport personnel, tenants, vendors, contractors and their employees must immediately report any suspicious activity to Airport Police at (215) 937-6711.

ii. **Suspicious activities include:** surveillance of the airport, including videotaping, photographing and note taking; persons exhibiting unusual behaviors; persons asking unusual questions or questions about airport security; persons or vehicles in the same location for an extended period of time; persons wearing improper clothing for their job or the weather; unattended bags, etc.

6. **Procedures for Escorting Individuals through Restricted Areas**

a. **Who May be Escorted.** (1) Persons who do not have unescorted access authorization to the SIDA, Secured, Restricted, Sterile or Air Operations Areas who have been fully vetted through the airport process and have a short term operational need to be in those areas, including but not limited to contractors, subcontractors etc.; and (2) New employees that have a PHL badge appointment slip or an "in process" authorization slip in their possession and a valid, government-issued picture identification.

b. **Restriction on Escorting those with Lost or Stolen Badges.** An individual who has reported his/her PHL ID Badge lost or stolen may be escorted **only if** the individual: (i) has scheduled an appointment to have the badge replaced; and (ii) has a PHL badge appointment slip in conjunction with a photo ID in his/her possession while under escort.

c. **Those Who May Not Be Escorted.** (1) Individuals who have been denied a PHL ID badge because of a disqualifying crime; (2) individuals who have failed the Airport's vetting process; or (3) individuals whose badges are no longer valid, i.e. their badges are expired or have been confiscated, or whose access privileges have been suspended due to a violation.

d. **Who May Escort.** (1) Those possessing a blue PHL ID Badge with a proper airport-issued escort designation or a law enforcement officer badge are permitted to escort individuals or vehicles in the Sterile, Secured, Air Operations and/or SIDA areas; and (2) those possessing yellow badges may escort individuals in the AOA work area only.

e. **Escorting Rules and Responsibilities.** Prior to being authorized to escort others, potential escorts must sign the "Escorting Rules and Responsibilities" section of the PHL Security Badge Application stating that

they understand the escort policy rules, responsibilities and consequences for noncompliance and will be held responsible in accordance with the penalties listed therein. See Exhibit 7-3.

f. **Control of Escortee.** Authorized individuals being escorted must remain under the immediate sight and control of the person performing the escort at all times while in a Secured or Sterile Area. Controlled escort access is established through: (i) the escort having direct eye contact or being no greater than 10 feet away from the individual(s) being escorted while he or she is within the Sterile Area, and/or Secured Area; and (ii) the escort being able to monitor the person being escorted in a manner sufficient to identify whether the escorted individual is engaged in actions other than those for which escorted access was granted.

g. **Loss of Control of Escortee.** If an escort loses control of the individual(s) he or she is escorting or those being escorted engage in activities other than those for which access was granted, that escort must contact the Airport Security Department at (215) 937-5452 or Airport Police at (215) 937-6711 immediately.

h. **Points through which Escorting may be initiated.** All authorized escorting in the main terminal facility must take place through Gate V01 (or other authorized, access controlled gate) or through a security-screening checkpoint.

i. **Number that May Be Escorted.** Authorized escorts may only escort one (1) person at one time through Gate VO1 (or other authorized, access controlled gate) or up to three (3) individuals at one time through a security screening checkpoint into a Secured or Sterile area, unless otherwise authorized by the ASC.

j. **Escorting in Cargo Areas.** All escorting in the airport's cargo facilities or in Cargo City is at the discretion of the Airport Security Coordinator and must be based on an operational need. Up to three (3) individuals may be escorted at one time in cargo areas.

k. **Escort Authorization Limits.** Each tenant must determine which of its employees should be granted escort authorization. Currently, PHL will grant up to 25% of each tenant's blue badge population escort authority. PHL may elect to grant escort authority to more than the allotted 25% limit if the tenant has a justifiable operational requirement to exceed the 25% limit. Escort authorization limits are subject to change at any time.

l. **Maintenance of Escort List.** Each tenant must keep its escort list current and available for review and notify the ASC or his/her authorized designee immediately, at (215) 937-5452, if an employee's escort authorization has

been revoked. If an employee's escort authorization is revoked, the employer or employee must return that badge to PHL so that the escort designation may be removed from the badge. A tenant's failure to properly maintain its escort list may result in the revocation of escort authority for the entire company.

m. **Tenant Responsibility for Ensuring Escorts Know Procedures.** Each tenant must ensure that its escorts know the actions that they or other authorized individuals are required to take if the individuals being escorted engage in activities other than those for which access is granted.

7. **Vendor/Contractor Access to Restricted Areas**

Vendors or contractors requiring access to a Restricted, Sterile or Secured area must: (i) be sponsored by the Division of Aviation ("**DOA**"), an air carrier or a tenant that will certify that the vendor or contractor has legitimate business at PHL; and (ii) comply with PHL security rules and regulations in order to retain airport security privileges.

E. TENANT RESPONSIBILITIES

1. **Security, Safety and Passenger Handling Program.** Aircraft operators/Air Carrier Tenants must have a written, TSA approved, security, safety and passenger handling program.

2. **Dissemination of Information to Employees.** Each air carrier, tenant, vendor or contractor is responsible for disseminating airport security rules, regulations and procedures and any changes made to them and ensuring their employees' compliance with those rules, regulations and procedures and will certify, upon request, to PHL that all employees have received the same.

3. **Security Doors.** Tenants shall be responsible for security doors located in their leased areas. Tenants who fail to control unauthorized access into the Secured Area or AOA through doors located in tenant leased space may be subject to monetary fines in accordance with the schedule in Appendix G and may be subject to TSA civil penalties.

4. **Seeking Prior Written Approval Before Making Modifications.** Tenants must seek written approval and authorization before making modifications including making changes to security boundaries, fencing, access control systems or any audio/visual media/surveillance equipment. The Tenant seeking that approval must agree to share the feeds of that equipment, in a format that is acceptable to the DOA, with the Airport

5. **Fines and Penalties.**

   a. Airport Tenants, Air Carriers or Airport Users could potentially be subject to a monetary fine for their employees' failure to comply with federal and airport rules and regulations.

   b. Fines or monetary penalties assessed against PHL by the TSA or other regulatory agency, after all appeals have been exhausted, for infractions or violations of applicable TSA regulations, may be passed on to the airline/tenant involved or equally assessed between the airline/tenant and PHL. PHL has the sole responsibility, in its discretion, to contest or not contest fines.

   c. All tenants agree to cooperate fully with PHL in any investigation into a possible security violation.

6. **Reporting Suspicious Activity.** All Airport personnel, tenants, vendors or contractors and their employees must immediately report any suspicious activity to Airport Police at (215) 937–6711.

F. PHL ID BADGE PROCEDURES

1. Determination of Eligibility for Issuance of a PHL Identification Badge

   a. **TSA Authorization.** Before PHL can issue a PHL identification badge to a new employee, the TSA must complete a Security Threat Assessment ("**STA**") and authorize the issuance of an identification badge to that individual. If approved, PHL will issue a PHL ID Badge to the individual allowing access to those portions of the Airport where the employee has an operational need and is authorized to be.

   b. **ASC Determination.** The Airport Security Coordinator ("**ASC**"), or his/her designee will evaluate each request for a PHL ID Badge to determine if there is an operational need for the applicant to have access to a restricted or secured area on a regular basis.

   c. **Government Employees.** Employees of federal, state and local government agencies who as a condition of their employment have been subjected to an employment investigation that includes a criminal history background check and who have a need for regular access to restricted areas of the Airport will be issued a PHL ID Badge which authorizes access to the restricted area. Their governmental agency identification badges will be accepted as verification that a prior employment check has been completed.

d. **Requests for Change of Access.** Once an access request has been approved, all subsequent access requests (change of access) must be submitted to the ASC or his/her designee in writing.

2. **Applicant Responsibilities**

a. Submit to a Security Threat Assessment;

b. Submit to a fingerprint-based Criminal History Records Check (CHRC);

c. Complete a PHL Security Badge Application and submit it to the PHL Badging Office;

d. Complete SIDA training;

e. Complete airfield driver's training course for the operation of vehicles on the airfield in accordance with FAR 139, if required to operate a vehicle on the airfield; and

f. Comply with any other PHL and/or TSA requests and/or requirements.

3. **Employer or Sponsoring Company Responsibilities**

a. **Ensure Compliance with Application Process.** Air Carriers are required to ensure that their employees (including flight crew members) and other airport tenants sponsored by air carriers submit to the Airport application process, which includes a STA and a CHRC.

b. **Background Checks.** PHL reserves the right to require that Airlines or Tenants perform the required employment background checks for their contractors or agents, and not to delegate this authority to their contractors or agents. The Airline or Tenant will be held responsible for ensuring these checks are completed in accordance with federal regulations.

c. **Designation of Authorized Signers.** Each Air Carrier, Tenant, Vendor, Contractor or Sponsoring Agent must designate an authorized signer who will serve as the primary point of contact for Airport Security and is responsible for signing for fingerprints, CHRC, PHL ID Badges, vehicle permits, access changes, access control reporting and any other business relating to Airport Security. PHL reserves the right to determine the number of authorized signers each company may have.

d. **Requirements for Authorized Signer Designation.** All authorized signers must: (i) be fingerprinted and cleared via the STA process and

CHRC; (ii) attend SIDA training; (iii) attend PHL authorized signer's training and are subject to comparison against TSA watch lists.

e. **CHRC Certified Signature and Sponsorship Letters.** Each authorizing company or sponsor must submit a signed Fingerprint-based CHRC Certified Signature Letter and/or CHRC Company Sponsorship letter that: (i) authorizes a direct employee or a sponsored company employee to proceed with the fingerprint process; and (ii) certifies that there is an operational need for the applicant to have unescorted access. All Authorizing Signers signatures must be authentic. Stamped, photocopied or facsimile signatures will not be accepted.

4. **Security Threat Assessment**

a. **Purpose.** The TSA checks each applicant against its databases to determine whether there are any outstanding immigration, terrorist or federal open wants or warrants pending against a potential employee.

b. **Application.** The PHL Security Badge Application must be signed by the applicant and include: (1) applicant's legal name, including first, middle and last; any applicable suffix and any other names used previously; (2) current mailing address, including residential address if different from the current mailing address and all other residential addresses for the previous five years; (3) date and place of birth; (4) social security number; (5) gender; (6) country of citizenship and if naturalized in the United States, date of naturalization and certificate number; (7) alien registration number, if applicable; and (8) Privacy Act Notice.

c. **PHL's Responsibility.** PHL must submit each applicant's background information to the American Association of Airport Executives (AAAE) Transportation Security Clearinghouse, which acts as a conduit between the airport and the TSA.

5. **Authentication of Applicant's Identity**

Prior to fingerprinting an applicant PHL must authenticate the identity of the applicant by reviewing two (2) forms of identification, one of which must be a government-issued picture identification. The TSA has determined that the documents listed in Exhibit 7-4 may be used to establish identity.

6. **Criminal History Records Check**

a. **Requirement.** The Airport must ensure that no individual is granted unescorted access authority unless the individual has undergone a fingerprint based Criminal History Records Check (CHRC) that does

not disclose that he or she has a disqualifying criminal offense listed in Exhibit 7-5.

b. **Subsequent Recurrent CHRC.** The Airport may perform subsequent recurrent Criminal History Records Checks on badgeholders with access to secured areas who are required to complete a CHRC by federal regulations.

c. **Fingerprint Application**

1. Prior to being fingerprinted, each applicant will be required to complete and sign a PHL Security Badge application that includes the following:

   i. A statement that the individual signing the application does not have a disqualifying criminal offense;

   ii. A statement informing the individual that Federal Regulations under 49 C.F.R. § 1542.209 (1) impose a continuing obligation to disclose to the Airport within 24 hours if that individual is convicted of any disqualifying criminal offense that occurs while he/she has unescorted access authority; and

   iii. A statement confirming that the information the applicant has provided is true, complete and correct and is provided in good faith and that a knowing and willful false statement on the application can be punished by fine, imprisonment or both.

d. **Disqualifying Criminal Offenses**

An individual has a disqualifying criminal offense if the individual has been convicted or found not guilty of by reason of insanity, of any of the disqualifying crimes listed in Exhibit 7-5 in any jurisdiction during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority:

e. **Determination of Arrest Status**

When a CHRC reveals that an individual seeking unescorted access authority, who is not covered by a certification from an Air Carrier, has been arrested for any disqualifying criminal offense listed above without indicating a disposition the following must occur:

1. The ASC or his/her designee must investigate the arrest to determine whether it involves a disqualifying offense;

2. If there is no disposition, or if the disposition did not result in a conviction or a finding of not guilty by reason of insanity of one of the offenses listed in Exhibit 7-5, unescorted access may be authorized;

3. PHL maintains the discretion to restrict, terminate or deny unescorted access authority when necessary to maintain the integrity of the Airport Security Plan.

f. **Notification of Disqualification**

The ASC will do the following prior to making a final decision to deny unescorted access to an individual because of a disqualifying offense:

1. Inform the applicant in writing with a Disqualifying Crime Letter that the FBI criminal record revealed information that would disqualify him/her from receiving a PHL ID Badge or restrict his/her unescorted access authority;

2. Provide the applicant with a copy of the FBI record, if he/she requests it in writing;

3. Will deny unescorted access authority if an applicant does not notify the Airport of his/her intent to correct the information revealed in the CHRC or provide documentation to refute or correct the information within 30 days of receipt of the Disqualifying Crime Letter.

g. **Corrective Action by Applicant**

1. An applicant has thirty (30) days from receipt of the letter to notify the Airport in writing of his/her intention to correct or provide case disposition information to assist the Airport in making a final decision;

2. An applicant must provide a revised/corrected FBI Criminal Investigation Record or a certified true copy of the disposition information from the appropriate municipal or government court;

3. The ASC or designee will review the information provided prior to making a final decision regarding the applicant's unescorted access.

h. **Limitations on Dissemination of Results of CHRC**

The ASC or designee will not disseminate the results of the CHRC to anyone other than:

i. The individual to whom the results pertain or that individual's authorized representative;

ii. Authorized officials of other Airport Operators who are determining whether to grant unescorted access to the individual under this part;

iii. Aircraft operators who are determining whether to grant unescorted access to the individual or authorize the individual to perform screening functions; and/or

iv. Others designated or authorized by the TSA.

i. **Procedure for Obtaining Copies of CHRC Results**

1. Requests for copies of the results of a Criminal History Records Check must be submitted in writing to: PHL Fingerprint Copy Request, Attention: Safety and Airport Security Coordinator, Airport Security Department, Philadelphia International Airport, Terminal D/E, Philadelphia, PA 19153;

2. Employees must include a legible photocopy of one government issued photo-identification with their request; and

3. Copies of records requested by an employee will be sent to the address on file at PHL for that employee.

j. **Continuing Responsibility to Report Disqualifying Criminal Offenses.**

1. Each individual with unescorted access authority who is convicted or found guilty by reason of insanity for a disqualifying criminal offense must:

   i. Report the offense to the Airport Security Department at (215) 937-5452 or ASC at (215) 937-5462; and

   ii. Surrender the SIDA access medium to the issuer within 24 hours of the conviction or the finding of not guilty by reason of insanity.

2. If information becomes available to PHL, Air Carrier, Tenant or Contractor indicating that an individual with unescorted access has a disqualifying criminal offense:

   i. The Air Carrier, Tenant or Contractor must report the offense to the Airport Security Department at (215) 937-5452 or ASC at (215) 937-5462 within twenty-four (24) hours of the conviction or finding of not guilty by reason of insanity;

ii. The ASC must determine the status of the conviction; and

iii. If a disqualifying offense is confirmed, the ASC shall immediately revoke any unescorted access authority.

k. **Certification by Aircraft Operators**

PHL will accept CHRC Certification from an Aircraft Operator for its employees and contractors seeking access authority. If PHL accepts a certification from an Aircraft Operator, the ASC may not require the Aircraft Operator to provide a copy of the criminal history record check completed by the Aircraft Operator.

7. **Fees**

a. The ASC or designee must ensure payment for all fingerprints in a form and manner currently approved by the TSA and PHL;

b. The TSA currently requires a fee to conduct a CHRC for each individual. Fee amounts are available through the Airport Security Department and are subject to change.

8. **Recordkeeping**

a. The ASC or his/her designee will maintain and control the following information until 180 days after the termination of an individual's unescorted access authority.

i. Employment history investigation files, including the criminal history results portion or appropriate certifications for investigations conducted before December 6, 2001;

ii. Certifications provided by Air Carriers on or after December 6, 2001;

iii. Badging information including social security number; date of birth; description/physical characteristics including height, weight, color of hair and eyes, sex and ethnic origin; home address; driver's license number (if applicable); badge issue date; criminal history record information;

iv. Signed STA application and any communications with the TSA regarding the individual's application.

b. **Confidentiality.** PHL will maintain all records in a manner that protects the confidentiality of the individual.

9. Accountability Procedures

a. General Accountability Procedures

i. **PHL's Responsibilities.** PHL is responsible for control, accountability and issuance of PHL ID Badges.

ii. **Tenant Accountability.** Each tenant or company is required to: (1) provide the PHL ID Badging Office with an authorized/certified signature letter to be kept on file at the PHL ID Badging Office; (2) keep a record of its active authorized badgeholders and the corresponding expiration date for each badge; (3) immediately notify the Airport Security Department at (215) 937-5452 of a change in an employees status, i.e. extended sick leave, reassignment, suspension, termination, abandonment of position, etc.; (4) immediately notify the Airport Security Department at (215) 937-5452 when an employee reports a PHL ID Badge as being damaged, lost, stolen or otherwise invalidated; (5) retrieve and return expired or invalid PHL ID Badges from employees who are resigning or terminated.

iii. **PHL Reservation of Right to Audit Tenants' Badge Records.** PHL reserves the right to audit tenants' badge records at any time, without prior authorization or notification.

b. Badge Reconciliation Audit

1. **Frequency.** The ASC or his/her designee will conduct an audit of all active badges that allow access to the AOA, Sterile and/or Secure Areas annually or whenever there is a reason to suspect that the PHL Badge Identification System has been compromised;

2. **Process.** (i) The ASC or designee will send an active badge list to each tenant with employees who have unescorted access for reconciliation purposes; and (ii) Each tenant must review the list and return a completed reconciled list to the Airport Security Department with all relevant updated information regarding an employee's employment and access status;

3. **Determination of the Need for New or Revalidated Identification.** If the ASC or designee determines that 5% or more of issued media are unaccounted for (lost, stolen or destroyed) the badge system is deemed to have been compromised and new or revalidated identification must be issued within a year of that determination. Only PHL ID Badges that have been issued and are not expired, and which are available for use by anyone in possession of the media are to be counted toward the base number against which the lost, stolen or unaccounted for percentage will be taken. The base

number of auditable ID media does not include previously issued media or those that have been destroyed by PHL.

c. **Lost, Stolen or Destroyed ID Media**

i. **Reporting Responsibility.** If a PHL ID Badge is lost, stolen, or destroyed, the badgeholder must immediately notify the Airport Security Department at (215) 937-5452. Lost, stolen or destroyed PHL ID Badge reports may be made by telephone, seven days a week, 24-hours a day.

ii. **Lost or Stolen Badge Limitation.** Lost or stolen PHL ID badges can only be reported for active and current employees, not for employees that resigned, transferred, terminated or otherwise left employment at the Airport and failed to return the PHL ID Badge. Badges belonging to former employees must be reported as terminated or unaccounted for.

iii. **Termination of Access.** Upon notification of a lost, stolen, destroyed or unaccounted for card PHL will terminate all access associated with that badge and note the badge record accordingly.

iv. **Reapplication for PHL ID Badge.** A badgeholder whose card has been lost, stolen, or destroyed must:

a. Submit a fully completed application for reissuance;

b. Schedule an appointment with the PHL Badging Office for reissuance; and

c. Pay up to a $100 replacement fee as determined by the ASC or his/her designee. The replacement fee will be increased in $50 increments with each subsequent occurrence. The penalty cannot be billed to the employer without the express written authorization of the Employer's Authorized Signer.

d. **Confiscation of Badges**

1. **PHL Ownership of Identification Badge.** The PHL Identification Badge is the sole property of the Airport and must be returned upon expiration, an employee's separation from employment or upon demand.

2. **Penalty for Violation of Rules and Regulations.** PHL may restrict access privileges and confiscate Airport Identification Badges of badgeholders who violate Airport Rules and Regulations. Violators may also receive a monetary fine and be required to re-attend the SIDA Training Class.

3. **Penalty for Inappropriate Conduct on Airport Premises.** PHL reserves the right to restrict access privileges and confiscate Airport Identification Badges of badgeholders who engage in inappropriate conduct, which includes but is not limited to, using offensive or threatening language and/or gestures; insubordination; refusing to cooperate with law enforcement; tampering or interfering with the Airport's access control system; interrupting or disrupting airport operations; or damaging airport property.

4. **Confiscation of Badge for Conviction of Crimes Committed on Airport Property.** PHL will permanently revoke the PHL identification badge and all access privileges of any badgeholder who is convicted of a misdemeanor or felony committed on airport property.

5. **Confiscation of Badge for Conviction of Disqualifying Crime.** Badgeholders are obligated to report to the ASC or his/her designee within 24 hours if they have been convicted, plead no contest, or found not guilty by reason of insanity of any of the disqualifying crimes listed in Exhibit 7-5. Their PHL Identification Badges will be deactivated and confiscated immediately.

6. **Reinstatement.** The ASC or his/her Designee will determine reauthorization of the individual's access privileges pending the violator's completion of SIDA training, reissuance of Employer/Company justification for clearance and timely payment of any fines incurred by PHL.

e. **Employment Termination and Expired ID Media**

i. **Mandatory Return of Expired Badges.** Whenever employment status is terminated or the badgeholder transfers to another station, or there is no longer an operational need for a badgeholder to have access to the AOA, SIDA, Secured or Sterile Areas, the PHL Identification Badge must be returned to the PHL ID Badging Office.

ii. **Penalty for Failure to Return Badges.**

1. Both the employer and employee will each be charged $100 for any employee PHL ID Badge not returned to the DOA within 10 days of expiration or the employee's separation;

2. PHL will not reissue an identification badge to an employee who has not accounted for a previously issued badge and is hired by another tenant at PHL;

3. No additional badges will be issued to any employees of companies that have reached their total allotment of unaccounted for media. The allotments are as follows:

COMPANY BADGE TOTAL	UNACCOUNTED FOR LIMIT
100 plus	3% of badge total
51-100	5 badges
16-50	3 badges
1-15	1 badge

G. VEHICLE ACCESS REQUIREMENTS

1. Liability Insurance and Registration Requirement

a. Every organization requiring vehicular access to the AOA is required to:

1. Have, and provide proof of, automobile liability insurance covering liability arising from the maintenance and use of all owned, non-owned, hired, leased and rented trucks, automobiles, with a minimum combined single limit of Five Million Dollars ($5,000,000.00);

2. List the City of Philadelphia Division of Aviation as an additional insured in its automobile insurance policy; and

3. Be registered with the Airport Operations Department.

b. Organizations may contact the Airport Operations Department at (215) 937-6914 for the appropriate forms and specific requirements.

c. An updated insurance list of authorized operators and vehicles will be maintained at Gate VO1 and other authorized access controlled gates.

2. Issuance of Permits for Access to the Airfield

The Director of Aviation reserves the right to issue Motor Vehicle Operating Permits for the Airfield.

3. Vehicle Access Procedures

a. **Proper Identification and Authorized Driver Required.** All vehicles seeking to access the AOA must be properly identified, i.e. painted in company colors that coincide with other owned equipment with the company's name and/or logo and an identification number in 3" high, plainly visible, letters and/or numbers on the vehicle's sides or

preapproved by DOA Operations and operated by an individual authorized by PHL to access the AOA.

b. **Vehicles Subject to Inspection.** Vehicles seeking to access the AOA may be subject to inspection of the interior of the vehicle including the area under the seats and glove compartments; truck bed/cargo areas; and the undercarriage of the vehicle. Any large open containers, including large trash bags and trash cans found in the vehicle will also be inspected. Vehicles may also be subject to search while in the AOA.

c. **Screening of Vehicle Operators and Passengers.** The driver and all occupants attempting to access the AOA are subject to screening and must have valid identification in their possession.

   i. If a vehicle operator is attempting to access the AOA through Gate VO1 or other authorized access controlled gate, the driver and each badged occupant in the vehicle must swipe his/her PHL ID Badge at the access reader.

      -If the badge reader displays a green light, the gate arm and gate will open;

      -If the badge reader displays a red light for the driver's PHL ID Badge, the attendant will reference the stop list to determine if the PHL ID Badge has been reported lost or stolen. If the PHL ID Badge does not appear on the list, the attendant will contact the Airport Security Department at (215) 937-5452 and establish the status of the PHL ID Badge.

      - If the Airport Security Department advises that the PHL ID Badge is valid: (a) the Badge will be returned; (b) access will be granted; and (c) the attendant will direct the holder of the defective Badge to go to the PHL ID Badging Office to determine the problem and/or receive a new Badge.

      - If Airport Security Department advises that the PHL ID Badge is invalid, the attendant shall confiscate the PHL ID Badge and deny access to that individual.

   ii. If the gate is not equipped with a card reader the driver and occupants must present their PHL ID Badges to the guard for inspection.

4. **Vehicle Escort Requirements and Procedures**

i. Motor Vehicles that provide an escort into the Secured Area, must be authorized to operate in that Area;

ii. Persons driving the escorting motor vehicle must: (1) have a blue badge with escort authorization; (2) have completed the airport's driver's training program; and (3) must have a driving privilege identifier on his/her PHL ID Badge;

iii. Drivers who are only authorized to drive in non-movement areas, as indicated by a "D" designation on a green background on their PHL ID Badges, may only escort vehicles that will remain in the non-movement areas;

iv. Drivers possessing movement area driver's authorization, identified with a "D" designation on an orange background on their PHL ID Badges, may escort vehicles in both the movement and non movement areas;

v. All vehicles must be escorted through Gate VO1 or other authorized access controlled gates that may be installed in the future or through the security screening checkpoint;

vi. Drivers providing escort are required to exit the airfield and register at Gate VO1 or whichever other authorized, access controlled gate through which they entered by swiping their PHL ID Badge at the reader;

vii. The driver of the vehicle that is under escort must provide the guard with his/her driver's license and vehicle information.

viii. Only one (1) motor vehicle containing one (1) person can be escorted at one time, unless otherwise authorized by the ASC.

ix. Drivers of motor vehicles being escorted must stay with the motor vehicle until it leaves the Secured Area.

x. The escorted vehicle must follow and stay with the vehicle providing escort at all times while under escort.

xi. A written record of escorted vehicles is maintained at Gate VO1 or other authorized, access controlled gate.

5. **Contractor Vehicular Access and Insurance Requirements**

i. Unless otherwise authorized by the DOA, all contractor's Motor Vehicles requiring access to the AOA will be required to utilize Gate VO1, other authorized, access controlled gate, or a gate designated by the DOA that is controlled by a DOA lock and key.

ii. All contractor Motor Vehicles shall be escorted by an individual possessing a blue PHL ID Badge.

iii. Gate VO1 and other authorized access controlled gates will be staffed by a security guard who will deny any unauthorized access and notify PHL Systems Control of any such attempt.

iv. Gate VO1 and other authorized, access controlled gates are for vehicular traffic only and no pedestrian access will be allowed.

v. Any (i) contractor, construction manager or other party engaged by the Airline of (ii) subcontractor or other party engaged by a contractor, construction manager or other party that is engaged by Airline, in either case, to perform any construction, renovations or repairs at the Airport shall obtain and maintain in full force and effect during any construction period:

a. A commercial general liability insurance policy in minimum limits, unless otherwise specified, of $1,000,000.00 per occurrence for bodily injury and $1,000,000.00 per occurrence for property damage.

b. An automobile liability insurance policy covering owned, non-owned and hired vehicles in minimum limits, unless otherwise specified, for $1,000,000.00 person, $1,000,000.00 per occurrence for bodily injury and $1,000,000.00 per occurrence for property damage liability $5,000,000.00 if in Airfield Area.

c. A worker's compensation policy affording statutory coverage and containing statutory limits and employer's liability insurance at limits of $100,000.00 per accident/$100,000.00 each employee/$500,000.00 policy limit.

d. Professional liability insurance shall be maintained when any architect or engineer performs directly or indirectly, work for or on behalf of Airline at Airport or involving Airline's operations and/or the Total Airline Lease Premises with a $1,000,000.00 policy limit.

H. AIRPORT SECURITY PERIMETER FENCE

1. PHL has established a perimeter around the secured areas of the airport and is formed by various facilities and non-scalable structures connected with a chain-linked fence.

2. A clear zone, designated by signage, is established and maintained on each side of the perimeter fence.

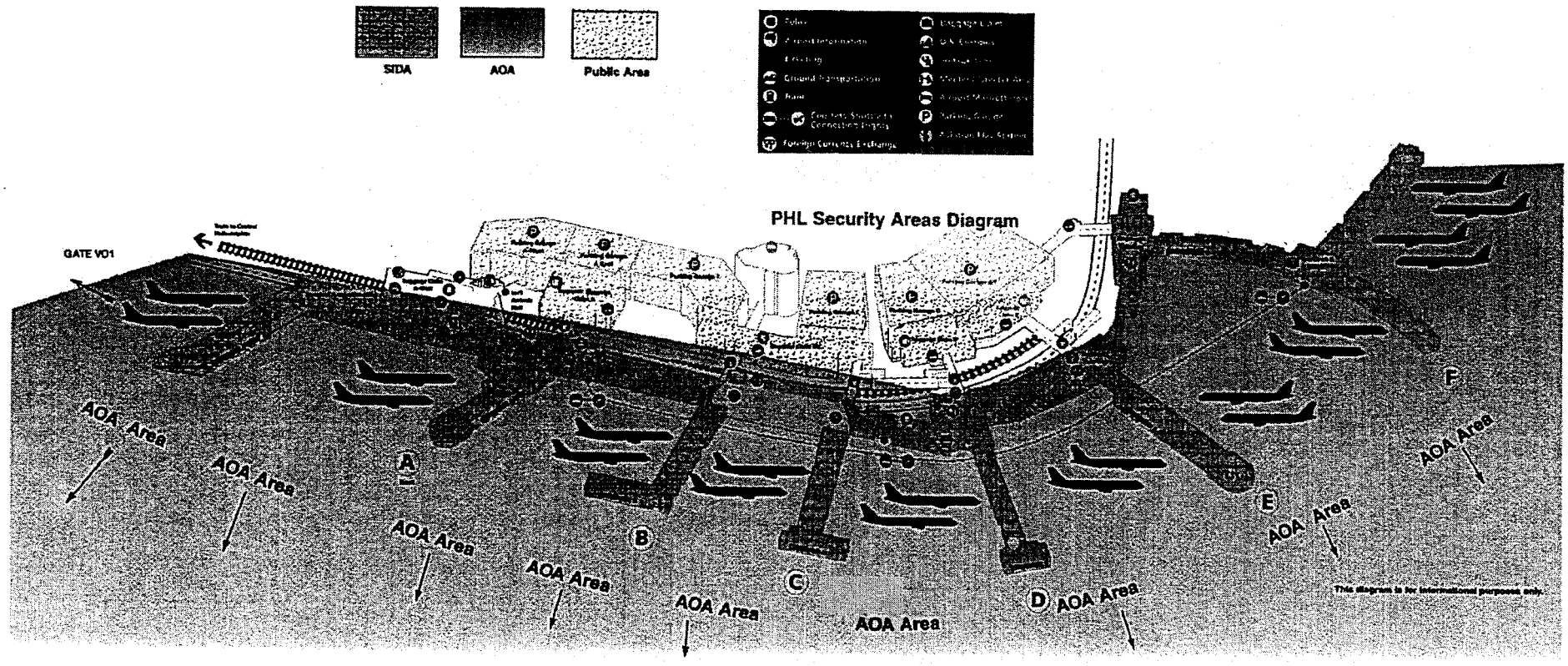
3. The clear zone area is to be kept free and clear of any vehicles, equipment, dollies, etc., to ensure that they are not to be used for improper purposes.

4. The Airport Director or his authorized representative may remove unidentified or unauthorized vehicles parked in the "no parking zones" along the perimeter fence at the owner's expense. Violators may be subject to a monetary fine in accordance with the schedule in Appendix G.

5. The Airport Director or his authorized representative may remove and/or dispose of stored materials and unattended equipment left in the clear zone at the owner's expense. Violators may be subject to a monetary fine in accordance with the schedule in Appendix G.

EXHIBIT 7-1

DIAGRAM SHOWING DESIGNATION OF AIRPORT AREAS



Secured/Security Identification Display Area (SIDA)/Air Operations Area

- All badgeholders must prominently display ID badges at waist level or above, readily visible on their outer clothing;
- Badgeholders must successfully complete CHRC and STA process (background checks) and SIDA training before unescorted access authorized;
- Only employees with blue or yellow badges may have unescorted access;
- Only employees with blue badges and an escort designation (E) may escort others in this area;
- All persons (and their accessible property) are subject to random screening and searches by the TSA or other appointed authority at any time while attempting to access or in these areas;
- Restricted Area Signs are posted at access points and around the perimeter warning against unauthorized entry.
- Blue or yellow badges may escort individuals within the AOA work area; only those with blue. Escort authorized badges may escort vehicles;

Sterile Area

- Access controlled through screening of persons and property;
- All badgeholders must prominently display ID badges at waist level or above, readily visible on their outer clothing;
- Badgeholders must successfully complete CHRC and STA process (background checks) and SIDA training before unescorted access authorized;
- Badgeholders with blue, yellow and red badges may have unescorted access;
- Only employees with blue badges and an escort designation (E) may escort others in this area
- All persons (and their accessible property) are subject to random screening and searches by the TSA or other appointed authority at any time while attempting to access or in these areas.
- Restricted Area Signs are posted at access points and around the perimeter warning against unauthorized entry.

Escorting

- All authorized escorting begins at any of PHL's Security Screening Checkpoints or at Gate V01
- Those Who May Not Be Escorted. (1) Individuals who have been denied a PHL ID badge because of a disqualifying crime, (2) Individuals who have failed the Airport's Vetting Process, OR (3) Individuals whose badges are no longer valid, i.e. their badges are expired or have been confiscated, or whose access privileges have been suspended due to a violation.

PHL PHILADELPHIA INTERNATIONAL AIRPORT

A/O January 2009

EXHIBIT 7-2

PHL ID BADGE

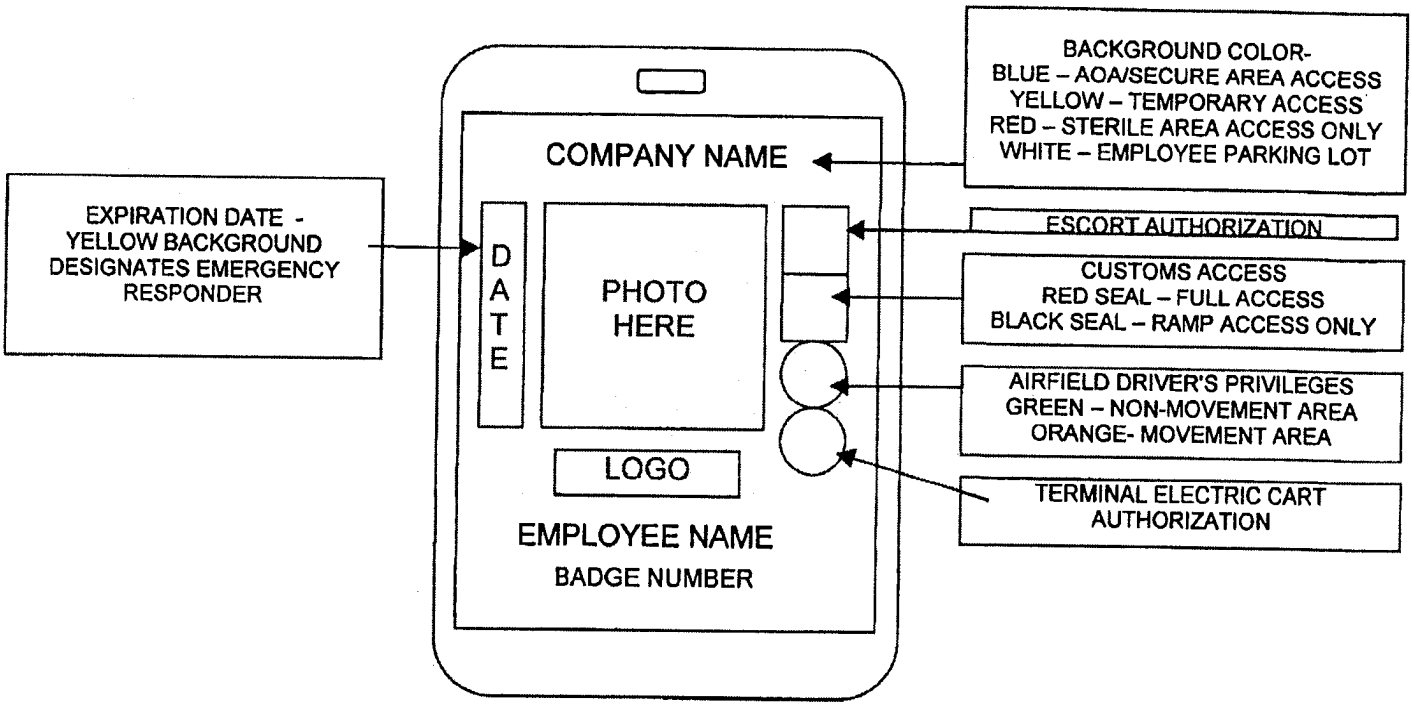


EXHIBIT 7-3

ESCORTING RULES AND RESPONSIBLITIES SECTION OF THE PHL SECURITY BADGE APPLICATION

17. Escorting Rules and Responsibilities

1. All non badged "Visitors" must be escorted at PHL.
2. Escorting of a "Visitor" is allowed to take place by authorized Blue Badged Personnel for short term, legitimate, business related reasons only.
3. Employees who lose or forget their ID Badges are not considered "Visitors" and cannot be escorted.
4. A limited number of BLUE badged employees, who demonstrate a routine operational need, will be granted ESCORT privileges.
5. ONLY Blue Badge Escort Authorized personnel may escort individuals into the Secure, Sterile and Restricted areas of the airport.
6. Red and Yellow badges MAY NOT ESCORT in the SECURE, STERILE, or SIDA areas of the airport.
7. Yellow badges may escort unbadged individuals in the non-secure section of the AOA area of the airport.
8. Authorized Escorting can only begin at Security Screening Checkpoints of Gate V01.
9. ESCORT Authorized Blue Badge Holders are designated with an Airport applied "E" sticker on the face of their Badges, or with a Solid Red Line that identifies a Law Enforcement Officer.
10. ESCORT Authorized Blue badge holders may only ESCORT Three (3) people at any given time. Vehicle Escorts may only ESCORT One (1) person at a time. The ESCORT must take full responsibility for the Visitor(s) and must explain Airport and Escorting Rules to the Visitor(s).
11. Visitors under escort must be under direct control of the authorized escort at all times. This means they must remain within 10 feet and in the direct line of sight of their escort at all times.
12. Authorized escorts must notify Airport Police if they lose control of their "Visitor(s)."
13. Authorized Escorts are responsible to report any suspicious activity to airport police immediately.

FAILURE TO FOLLOW ALL AIRPORT ESCORTING RULES WILL RESULT IN VIOLATION PENALTIES, AS LISTED BELOW:

- 1st offense: minimum of $100 monetary fine, removal from the secured and restricted area and loss of Escort Privileges until successful SIDA and Escort retraining is completed.
- 2nd offense: a minimum of $100 monetary fine, removal from the secured/restricted area and loss of Escort Privileges. SIDA retraining will be required.
- 3rd offense: will result in complete loss of access privileges at PHL.

I hereby affirm that I understand the rules and responsibilities with regard to the PHL escort policy. I understand that if I violate any of these rules, I will be held responsible in accordance with the violation penalties listed above.

Name:_____ Date: ___/__/_____

DOA Approval:_____Date:___/__/_____

EXHIBIT 7-4

TSA APPROVED LIST OF DOCUMENTS THAT MAY BE USED TO VERIFY IDENTITY

-Valid driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address; -Driver's license issued by a Canadian government authority. -ID card issued by Federal, State, or local government agency or entity provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address; -U.S. Passport (unexpired or expired); -School ID card with photograph; -Voter's registration card; -U.S. Military card or draft record; -Military dependent's ID card; -U.S. Coast Guard Merchant Mariner Card; -Native American tribal document; -Certificate of Naturalization (USCIS Form N-550 or N-570);	-Certificate of U.S. Citizenship (USCIS Form N-560 or N-561); -Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551); -Unexpired Refugee Travel Document (USCIS Form I-571); -Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization; -Unexpired Temporary Resident Card (USCIS Form I-688); -Unexpired Employment Authorization Card (USCIS Form I-688A); -Unexpired Employment Authorization Document issued by USCIS that contains a photograph (USCIS Form I-688B); -Unexpired Reentry Permit (USCIS Form I-327); -School record or report card; clinic, doctor or hospital record; or day-care or nursery school record for persons under the age of 18 who are unable to present a document listed above.

ATTACHMENT J
PLANT INVENTORY

Interior plant inventory

Old sterile customs

2 large beds Pathos, Palm

B-C ticketing Flying Floors 1 large bed, assorted plants

A west	Customs baggage	10 Ficus
	Gates	11 Palms,
		7 Aglaonmena
		8 Ficus
	Bridge	10 Roebelinni
	Ticketing	2 large Bamboo
		Palms with Spaths

A bridge	8 Ficus
B bridge	12 Ficus
C bridge	7 Ficus
D bridge	9 Ficus
E bridge	10 Ficus

A east security	3 Spaths
A west Air club	8 Spaths
A-B link	13 Selloum
D security	6 Spaths
E security	6 Spaths
E gate area	4 Roebellini/1 Fig
D link	6 Ficus
E-F link	12 Schefflera
D-E baggage	5 Roebellini

	3 Schefflers
	10 Ficus
B-C baggage	8 Palms
	16 Spaths
E ticketing	2 Roebellini
D ticketing	2 Spaths
	4 Roebellini
F gates	20 Ficus
F bridge	8 Ficus
Executive office	3 Aglaonmena
	2 Sansevieria
	2 Zamioculcas
TSA area lower level	2 Ficus trees

Total number of containers 231. This does not reflect the total number of plants in ground covers, flying floors and the former sterile carter.

ATTACHMENT K
SIGN-IN FOR PRE-BID S2Z57010

1

MEETING SIGN-IN SHEET

MEETING: FACILITIES MAINTENANCE CONTRACT PRE-BID SITE VISIT
DATE: March 15, 2012
TIME: Immediately Following Bid Meeting

PARTICIPANT	COMPANY/PHONE	BADGE#/SS#
DAVE LEWIS	SHERATON DESIGN	2950
Anthony Hamilton	Sheraton 610-496-1032	9683
Mark DeLucinis	ThyssenKrupp	4604
DAN WUKITSCH	ThyssenKrupp	4752
X Rich Bennett	ThyssenKrupp	3894
Tom Haag	KONE Elevator	1646
Marty Matson	KONE Elevator	6132
Larry Casciano	EICO	
Allard, Adam	Otis Elevator	1683
Fred Lock	ARORA	BADGE # 1099230
JAY RUHNKE	ELLIOTT-LEWIS	BADGE: 1060741
Dave Hargest	Elliott-Lewis	Badge: 1076334
VINCENT C. SANTORO	ELLIOTT-LEWIS	BADGE # 1029655
STEVE DADIO	ELLIOTT-LEWIS	1008048
Scott A Richter	BET	1046793

MEETING SIGN-IN SHEET

MEETING: FACILITIES MAINTENANCE CONTRACT PRE-BID SITE VISIT
DATE: March 15, 2012
TIME: Immediately Following Bid Meeting

PARTICIPANT	COMPANY/PHONE	BADGE#/SS#
JOE O'HARE	HERMAN GOLDNER	
8-29-44	0073	
KEITH GOTTLIEB	HERMAN GOLDNER CO	
9/7/1956	5429	
HANFORD JONES	ICC G, Inc.	9/23/52 SS. # 3629
Linda Moreli	Ashland	4/29/79 3951
Michael McKenna	Laurel Gardens Technivate	2/19/71 2336
Sue Padilla	SSH Interiorscapes	2029 12/15/86
HERMAN Wood	US Facilities, Inc	5/17/51 7370

MEETING SIGN-IN SHEET

MEETING: FACILITIES MAINTENANCE CONTRACT PRE-BID SITE VISIT
DATE: March 15, 2012
TIME: Immediately Following Bid Meeting

PARTICIPANT	COMPANY/PHONE	BADGE#/SS#
Joel Miner (0780)	Shearon 610/842-7306	DOB 7/1/69
Suzanne Saylor	Shearon 610-842-7306-	3/29/74 4602
Al Smith	ABM / 617 416 6265	2646 12/8/51
GREG BASSIGNANI	PRITCHARD INDUS.	DOB 3-4-61 - SS 0013

MEETING SIGN-IN SHEET

MEETING: FACILITIES MAINTENANCE CONTRACT PRE-BID SITE VISIT
DATE: March 15, 2012
TIME: Immediately Following Bid Meeting

PARTICIPANT	COMPANY/PHONE	BADGE#/SS#
John A. Staub	Able Eng 9-4-64	3847
DAVID VERRASTRO	ABLE ENG. 11-20-54	7943
Dennis Gibling	Able Eng 8-15-72	0332

MEETING SIGN-IN SHEET

MEETING: FACILITIES MAINTENANCE CONTRACT PRE-BID SITE VISIT
DATE: March 15, 2012
TIME: Immediately Following Bid Meeting

PARTICIPANT	COMPANY/PHONE	BADGE#/SS#
DANIEL B GRATER	267-246-5942 TILLET FIRE	9257
Pedro Sanchez	EHRLICH BIRD DIVI 610 372-9700	4768
MARK A BINGAMAN	EHRLICH BIRD DIVISION 610-372-9700	5805
JOE SAVITSKI	SIMPLEX GRINNELL 610-398-7260	2854
John WATSON	Simplex Grinnell 215-347-6500	8519
ANGELO ZANGARE	ABM 610-955-8565	6325
John Edwards	ABM 609-820-2043	6093
Rob Grossmyer	OTIS ELEVATOR 856 642-4946	1099836
LEN NASIELSKI	FUJITEC AMERICA 2156018075	5080
MATT KELLY	FUJITEC AMERICA 6105348985	4890
HARRY JAMES	RIVER MECH SVC	4827
CEDRIC GEORGE	JADA CREATIVE 609 835 4314	1653

MEETING SIGN-IN SHEET

MEETING: FACILITIES MAINTENANCE CONTRACT PRE-BID SITE VISIT
DATE: March 15, 2012
TIME: Immediately Following Bid Meeting

PARTICIPANT	COMPANY/PHONE	BADGE#/SS#
Edward Jordan III	ICCG - 856-541-7241	10/17/91/7254
Joseph Gruber Jr	ICCG 856 541 7241	11/14/91/1161
MICHAEL KRUSZEWSKI	WAYMAN - 2676259158	
Joseph C. Stough	Tilley Fire - 215-3458066	8/12/53 8991
Willard M. Helm	Tilley Fire - 2153458066	~~8/12/53~~ 2/14/72 5084
JOHN VELARDI	RIVER MECH	

ATTACHMENT L
REVISED
TERMS AND CONDITIONS OF BIDDING AND CONTRACT
Pages 1 through 8
MUST be signed and returned with the bid document

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.
All bids must be written in ink **or** typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, , all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. BID SECURITY. Unless the bidder is enrolled under the City's Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order, or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 99,999.99	$ 500.00
$100,000.00 - $249.999.99	$2,000.00
$250,000.00 - $499,999.99	$4,000.00
$500,000.00 or more	$6,000.00

When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins.

Any bid in excess of $500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit a certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

3. BID PROCESSING FEE. In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 100,000.00	$ 10.00
$ 100,000.01 - $ 300,000.00	$ 30.00
$ 300,000.01 - $ 500,000.00	$ 50.00
$ 500,000.01 - $1,000,000.00	$100.00
$1,000,000.01 - $2,000,000.00	$200.00
$2,000,000.01 - $3,000,000.00	$300.00
$3,000,000.01 - $4,000,000.00	$400.00
$4,000,000.01 - $5,000,000.00	$500.00
$5,000,000.01 or more	$600.00

4. SPECIFICATIONS. When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and /or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE
In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to

receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED. Bidders must not be a party to more than one bid for the same article or service. A violation of this condition may, in the sole discretion of the Procurement Commissioner, result in rejection of any or all such bids in which the bidder has an interest.

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive non-responsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid or that a waiver of the non-responsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for contract award.

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. QUANTITIES AWARDED. For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to $30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than $30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the

time specified in the written notice of award;

b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any Contract award if any of the above conditions (a-e) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines cancellation to be in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than $30,000. If the amount of the contract to be awarded is greater than $30,000 but less than or equal to $500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of $5.00 per thousand dollars of the contract amount for firm limit contracts and $4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of $500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; $500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

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

(2) Coverage: owned, non-owned and hired vehicles.

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who

fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

18. ASSIGNMENT. The successful bidder shall not assign the Contract resulting from the Invitation and Bid, or any part of the Contract, or any right to any monies to be paid under the Contract, or delegate performance of the Contract, without obtaining the prior written consent of the Procurement Commissioner. The decision whether to consent to an assignment is within the Procurement Commissioner's sole discretion. In no case shall the Procurement Commissioner's consent to the assignment of any monies to be paid under the Contract relieve the bidder from faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be of no effect.

19. DEFAULT. All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid. The successful bidder shall comply with all applicable federal, state and local laws, statutes and ordinances and the regulations of all governmental departments, boards, agencies, and commissions. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract and Contract):

a. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to

mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION. The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, bidder may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event bidder pays any sales or use tax, bidder hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and bidder, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Bidder authorizes the City, in City's name or the name of bidder, to file a claim for refund of any sales or use tax subject to this assignment.

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

a. Contractor's Certification of Non-Indebtedness - . Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

b. Subcontractor's Certification of Non-Indebtedness - . Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach of or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

a. Business Privilege Tax
b. Net Profits Tax
c. City Wage Tax

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials

furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 herein.**

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment. promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland. unless Bidder has implemented the fair employment principles embodied in the MacBride Principles.

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE. In accordance with Section 17-104 of The Philadelphia Code, the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of $250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

This contract and all disputes arising under this contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this contract or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly affected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:
If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $30,000, date and sign the bid here, with the original signatures, in ink.

This _____day of_____20

(Signature of Owner, Partner)	**(Type or Print Name and Title)**
(Business Name of Bidder)	
(Address, including Zip Code)	**(Telephone Number, including Area Code)**

If the bid is a CORPORATION, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This_____day of_____20

CORPORATE SEAL

	(Corporate or Business Name of Bidder)
(Address, including Zip Code)	**(Telephone Number, including Area Code)**
(Signature of President or Vice President)	**(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**
(Type or Print Name and Title)	**(Type or Print Name and Title)**

APPROVED AS TO FORM	**CONTRACT EXECUTION**
(Assistant City Solicitor)	**(Procurement Commissioner)**

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

April 5, 2012

BID NUMBER: S2Z57010

TITLE: Facility Maintenance Contract for Philadelphia International Airport (PHL) & Northeast Philadelphia Airport (PNE)

DEPARTMENT: Commerce

DATE TO OPEN: April 26, 2012 at 10:30 AM

ADDENDUM # 4

TO ALL BIDDERS:
You are hereby notified of the following changes to the above mentioned bid:

Note the following changes have been made to Bid S2Z57010;

Delete in its entirety, page 18, para. 2.1.2 first two paragraphs and replace with the following:

2.1.2 This Facility Maintenance Contract will provide a single point of contact for maintenance and services required by the Division of Aviation. The work will be coordinated by an FMC Manager in an operations area to be provided by the City. The FMC Manager will direct the Maintenance Shift Supervisors who will control shift crew. The Manager and Assistant Manager shall be on duty during first shift (7 A.M-4 P.M.) Monday through Friday. The shift supervisors shall be assigned to provide 24 hours a day, seven days a week on-site coverage. Shift Supervisor's work day will overlap with the crew shifts to allow for continuity and coordination between shifts. The crews will be described below. The shifts will be from 7:00 A.M. to 3:00 P.M.; 3:00 P.M. to 11:00 P.M.; and 11:00 P.M. to 7:00 A.M.

The minimum daily staffing levels for this contract is the assignment of 32 service personnel to the Airport as follows:

a) Manager
b) Assistant Manager
c) Shift Supervisors
24 hours a day, seven days a week on-site coverage
d) Director of Exhibitions
e) Horticulturist
f) Schedules:

Schedule A - Elevator, Escalator, Moving Sidewalks	10
Schedule F – Fire Protection	6
All Other Schedules:	16
TOTAL MANDATORY ON-SITE CREW	**32**

Schedule	**Shifts**			**Days per Week**
	1st	2nd	3rd	
Schedule A	2	2	6	per Schedule Specifications
Schedule F	2	2	2	per Schedule Specifications
All Other Schedules	8	2	6	per Schedule Specifications

Page 19, paragraph 2.1.4 – first sentence is deleted and replaced with:

The initial minimum crew assignments shall consist of the thirty – two (32) service personnel and the shifts detailed above.

NO MORE QUESTIONS SHALL BE ENTERTAINED AT THIS TIME.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K. Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

Buyer, D. Isaac

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

DI/sj