

EXHIBIT PA-2

AIRPORT REQUIREMENTS

PART 1. GENERAL REQUIREMENTS APPLICABLE TO ALL CITY OF PHILADELPHIA DIVISION OF AVIATION PROFESSIONAL SERVICES CONTRACTS

I. AIRPORT SECURITY PROGRAM AND SAFETY RESTRICTIONS.

A. In accordance with regulations issued by the U.S. Department of Transportation, Transportation Security Administration ("TSA"), and found at 49 Code of Federal Regulations ("CFR") Part 1542, airports are required to have TSA-approved security programs. These programs are designed to control access to certain areas of airports and to control the movement of people and vehicles within those areas. City has a TSA-approved security program for the Airport. Provider is required, at all times during the Term and any extension thereof, to be familiar with and to comply with City's security program for the Airport. Failure to comply with the City's TSA-approved security program shall be a material breach of this Agreement and, in addition to all other rights and remedies of the City hereunder, at law or in equity, City shall be entitled to terminate this Agreement without liability to City and, upon such termination, Provider shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

B. In the use of the ramps, roads, streets, corridors, hallways, stairs and other common areas of the Airport as a means of ingress and egress to, from and about the Airport, and also in the use of portions of the Airport to which the general public is admitted, the Provider shall comply (and shall require its employees, invitees and others doing business with it to comply) with the ordinances, rules and regulations of the City which are now in effect or which may hereafter be in effect for the safe and efficient operation of the Airport. Provider and its employees shall not have any right hereunder to park vehicles at the Airport except in parking areas designated the Division of Aviation.

C. Provider shall furnish all personnel who are authorized access to restricted Airport areas with such identification, as the Airport security program requires. Upon execution of this Agreement, the Provider shall furnish the City with a list of the names and additional pertinent data of persons who are authorized access to restricted Airport areas and Provider shall update said list as appropriate.

II. GENERAL PROVISIONS

A. Provider will perform its duties and obligations without disturbing the quiet enjoyment of any other Airport tenant or user from the operation of its business.

B. Provider shall store and dispose of all trash and refuse, or cause its disposal, in accordance with all federal, state and local laws, ordinances and regulations and with other and Airport requirements.

C. City reserves the right to further develop or improve the Airport and terminal buildings as it may see fit, regardless of the desires or views of Provider and Provider shall not in any way interfere or hinder such developments or improvements.

D. In the event that the Federal Aviation Administration (“FAA”) or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, Provider agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be required to satisfy the FAA.

E. City shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond City's control which shall include, without limitation, all labor disputes, inability to obtain any material or services, civil commotion or Acts of God.

III. COMPLIANCE WITH LAWS, PAYMENT OF TAXES AND FINES

A. Provider shall promptly observe and comply with the provisions of any and all present and future federal, state and local laws, ordinances, rules, regulations, requirements, orders and directions that may pertain or apply to Provider or its operations hereunder. Further, Provider shall comply with all applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, including, but not limited to the FAA or other agencies having jurisdiction over, or providing funding to, the City and the Airport.

B. Provider shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder or on any gross receipts or income therefrom, or on any amounts payable hereunder, including without limitation, sales taxes, and shall make all applications, reports and returns required in connection therewith.

C. Provider shall immediately pay any and all fines that may be imposed by any governmental agency or department whether imposed upon the Provider directly or upon City, resulting from acts or omissions of Provider, its officers, employees, agents, contractors, suppliers and furnisher of services in connection with performance of Provider’s duties and obligations under this Agreement.

IV. FEDERAL AVIATION ACT

This Agreement, and all provisions hereof, are subject and subordinate to the provisions of any agreement, instrument or document heretofore or hereafter made between the City and the United States Government relative to the operation or maintenance of the Airport, the execution

of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, including without limitation the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958 (49 U.S.C. § 40101 *et seq.*), as it has been amended from time to time or any future act affecting the operation or maintenance of the Airport. This Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of any such agreement, instrument or document between the City and the United States Government.

V. NON-EXCLUSIVITY

Provider covenants and agrees that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act (49 U.S.C. § 40103), as amended, or under any other sections of the Federal Aviation Act, Federal Aviation Regulations, or any other applicable law and regulations.

VI. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania and Philadelphia energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

PART 2: CONTRACT PROVISIONS REQUIRED BY FEDERAL LAW TO BE INCLUDED IN PROFESSIONAL SERVICES CONTRACTS

SUBPART A: PROVISIONS APPLICABLE TO ALL CONTRACTS

I. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION, AND MUST BE INCLUDED BY THE PROVIDER IN EVERY SUBCONTRACT:

GENERAL CIVIL RIGHTS PROVISIONS

1. The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to any provisions required by Title VI of the Civil Rights Act of 1964.

SUBPART B: PROVISIONS APPLICABLE TO CONTRACTS FOR WHICH THE CITY WILL USE ANY FEDERAL FUNDING (SEE BELOW FOR DETERMINATION), SOME APPLICABLE ONLY TO CONTRACTS IN EXCESS OF CERTAIN AMOUNTS, AS SPECIFIED

II. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION, AND THE PROVIDER SHALL COMPLY WITH THESE PROVISIONS AND SHALL INCLUDE THEM IN EVERY SUBCONTRACT, IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK, DETERMINED AS FOLLOWS: (1) IF THE CONTRACT WORK INVOLVES AIRPORT SECURITY AND/OR A BAGGAGE HANDLING SYSTEM AND/OR INFRASTRUCTURE FOR EITHER, THE PROVIDER MUST ASK THE CITY'S PROJECT MANAGER WHETHER OR NOT THE CITY WILL USE ANY TSA FUNDING TO PAY FOR THE CONTRACT WORK, AND USE THESE PROVISIONS IF THE RESPONSE IS AFFIRMATIVE; AND (2) IF THIS PROVIDER AGREEMENT'S AFFIRMATIVE ACTION PROVISIONS (GENERALLY IN EXHIBIT PA-2) CONCERN "DISADVANTAGED BUSINESS ENTERPRISES" AND 49 CFR PART 26 (INSTEAD OF "MINORITY/WOMAN/DISABLED-OWNED BUSINESSES" AND CITY EXECUTIVE ORDER 3-12), THEN THE PROVIDER SHALL CONCLUDE THAT THE CITY WILL USE GRANT FUNDING FROM THE U.S. DEPARTMENT OF TRANSPORTATION (FAA), AND SHALL USE THESE PROVISIONS:

(A) PROVISIONS REQUIRED TO COMPLY WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities** set forth below (the statutes and regulations listed therein being the "Acts" and the "Regulations," respectively), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases

of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Philadelphia Division of Aviation or the FAA or the TSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the City of Philadelphia Division of Aviation will impose such contract sanctions as it or the FAA or the TSA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six, and the Title VI List of Pertinent Nondiscrimination Authorities set forth below, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the City of Philadelphia Division of Aviation or the FAA or the TSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the City of Philadelphia Division of Aviation to enter into any litigation to protect the interests of the City of

Philadelphia Division of Aviation. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(B) ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the City of Philadelphia Division of Aviation, the FAA, the TSA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

(C) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This contract and every subcontract shall incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

(D) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The contractor, by having submitted its proposal for the work to be performed under this contract, has certified and hereby confirms its certification that, to the best of his or her knowledge and belief:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(E) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This contract and every subcontract shall incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

(F) RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA, the TSA and the City of Philadelphia Division of Aviation.

(G) TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

III. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION AND MUST BE INCLUDED BY THE PROVIDER IN EVERY SUBCONTRACT IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK (SEE THE HEADING FOR PART 2, SECTION II ABOVE) AND IF THE CONTRACT OR SUBCONTRACT IS FOR MORE THAN \$10,000:

TERMINATION OF CONTRACT

- a. The City of Philadelphia Division of Aviation may, by written notice, terminate this contract in whole or in part at any time, either for the City of Philadelphia Division of Aviation's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City of Philadelphia Division of Aviation.
- b. If the termination is for the convenience of the City of Philadelphia Division of Aviation, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the City of Philadelphia Division of Aviation may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the City of Philadelphia Division of Aviation for any additional cost occasioned to the City of Philadelphia Division of Aviation thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the City of Philadelphia Division of Aviation. In such event, adjustment in the contract price will be made as provided in paragraph b of this clause.
- e. The rights and remedies of the City of Philadelphia Division of Aviation provided in this clause are in addition to any other rights and remedies provided by law or under the General Provisions or any other provisions of this contract.

IV. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION AND MUST BE INCLUDED BY THE PROVIDER IN EVERY

SUBCONTRACT IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK (SEE THE HEADING FOR PART 2, SECTION II ABOVE) AND IF THE CONTRACT OR SUBCONTRACT IS FOR MORE THAN \$25,000:

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (CONTRACTOR)

By submitting a bid/proposal for the work to be performed under this contract, the contractor certified and hereby confirms that at the time the bidder or offeror submitted its proposal that neither it nor its principals was debarred or suspended by any Federal department or agency from participation in this transaction. The contractor hereby certifies that at the time it executes this contract neither it nor its principals is presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA or the TSA or any other Federal agency providing funding later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA or the TSA or any other Federal agency providing funding may pursue any available remedy, including suspension and debarment.

V. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY’S DIVISION OF AVIATION AND MUST BE INCLUDED BY THE PROVIDER IN EVERY SUBCONTRACT IF THE CITY WILL USE ANY FEDERAL FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK (SEE THE HEADING FOR PART 2, SECTION II ABOVE) AND IF THE CONTRACT OR SUBCONTRACT IS FOR MORE THAN \$100,000:

(A) BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed under the General Provisions or any other provisions of this contract or otherwise available by law.

(B) CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

(C) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The FAA, the TSA or the City of Philadelphia Division of Aviation shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

SUBPART C: PROVISIONS APPLICABLE TO CONTRACTS FOR WHICH THE CITY WILL USE ANY U.S. DEPARTMENT OF TRANSPORTATION FUNDING (SEE BELOW FOR DETERMINATION)

VI. THE FOLLOWING PROVISIONS APPLY TO ALL CITY OF PHILADELPHIA CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY'S DIVISION OF AVIATION IF THE CITY WILL USE ANY U.S. DEPARTMENT OF TRANSPORTATION (US DOT) GRANT FUNDING TO PAY FOR ANY PORTION OF THE CONTRACT WORK, DETERMINED AS FOLLOWS: IF THIS PROVIDER AGREEMENT'S AFFIRMATIVE ACTION PROVISIONS

(GENERALLY IN EXHIBIT PA-2) CONCERN “DISADVANTAGED BUSINESS ENTERPRISES” AND 49 CFR PART 26 (INSTEAD OF “MINORITY/WOMAN/DISABLED-OWNED BUSINESSES” AND CITY EXECUTIVE ORDER 3-12), THEN THE PROVIDER SHALL CONCLUDE THAT THE CITY WILL USE US DOT GRANT FUNDING, AND SHALL COMPLY WITH THESE PROVISIONS AND INCLUDE THEM IN EVERY SUBCONTRACT:

(A) DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US Department of Transportation- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the City of Philadelphia Division of Aviation. The prime contractor agrees further to return retainage payments to each subcontractor within five (5) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Philadelphia Division of Aviation. This clause applies to both DBE and non-DBE subcontractors.

(B) BUY AMERICAN CERTIFICATION

NOTE: The following provisions apply to professional services agreements (1) if the professional services agreement includes any manufactured product as a deliverable, and (2) as a guideline to be followed in the development of design specifications.

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

(C) TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety

policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

(D) VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.