

ARCHITECTURAL AND DESIGN REVIEW SERVICES

(PHL No. 0521.40)

City of Philadelphia, Division of Aviation

Notice of Contracting Opportunity

In accordance with Section 17-1402 (1)(a) of The Philadelphia Code, requiring public notice of the availability of Non-Competitively Bid Contracts, this Notice of Contracting Opportunity (“Notice”) is hereby published. Notwithstanding publication of this Contracting Opportunity, the City of Philadelphia reserves the right to revoke this opportunity or not award any contract resulting from this opportunity at any time prior to execution of a contract.

1. Division of Aviation

The City of Philadelphia (“City”), owns, operates and is responsible for both the Philadelphia International Airport (“PHL”) and the Northeast Philadelphia Airport (“PNE”), (collectively referred to as “Airport”), administered by the Division of Aviation (“DOA”).

2. Description of Contracting Opportunity

Through this Notice, the City intends to solicit and contract for the services of one or more architectural and design review service providers. Consulting services will be needed in areas within the airport terminal buildings and other airport-owned areas, for both PHL and PNE. Assignments or tasks will be made on an on-call or as-needed basis.

The contract(s) resulting from this Notice will commence as of the date of execution of the contract(s) and will terminate one year from that date. Up to three additional one-year term extensions may be granted, at the sole option of the City.

The DOA will manage the work performed under this contract. The Deputy Director of Aviation, Property Management and Business Development, or his/her designee, will be responsible for overseeing the activities of the successful respondent(s).

3. Minimum Qualifications

This procurement is open only to respondents with substantial, direct and relevant architectural and design review experience. Respondents must demonstrate extensive experience in a wide variety of architectural and design review services for airport terminal, landside and airside facilities. This experience must be quantified and described in the proposal, as set forth in Section 9. B. of this Notice. The DOA shall consider the demonstrated experience, skills, scope and distinctiveness of quality of services.

The respondent shall be licensed to do business in the Commonwealth of Pennsylvania (“Commonwealth”). Respondents with out of state headquarters or corporations not incorporated in the Commonwealth must include a copy of their registration to do business in the Commonwealth as provided by the Pennsylvania Department of State. Respondents not registered to do business in the Commonwealth at this time must document that they have applied for registration to the Pennsylvania Department of State, Corporation Bureau.

4. Subcontract Requirements

All subcontractors will be subject to approval by the City. Prior to contract execution, the successful respondent(s) will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the successful respondent(s) shall itself be solely responsible for the performance of all work set forth in any contract resulting from the Notice, and for compliance with the price and other terms provided in the contract. The successful respondent(s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or approval of any subcontract or subcontractor proposed by a successful respondent(s) shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privity between the City and the subcontractor. Any successful respondent(s) who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

5. Insurance

The successful respondent(s) will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that the City may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

Unless otherwise approved by the City in writing, the successful respondent(s) shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the services, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except the Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. 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. The City of Philadelphia, its officers, employees, and agents, shall be named as additional insured on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded City and its officers, employees, and agents, as additional insured, will be primary to any other coverage available to them and, that no act or omission of City shall invalidate the coverage.

1. Workers Compensation and Employers Liability

Workers Compensation: Statutory limits

Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

Other States coverage and Pennsylvania Endorsement.

General Liability Insurance

Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.

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

Automobile Liability

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

Such requirement shall be \$5,000,000 per occurrence for vehicles with access to the airfield.

Coverage: Owned, non-owned and hired vehicles.

Professional Liability Insurance

Limit of liability: \$2,000,000 with a deductible not to exceed \$100,000.

Coverage: Errors and omissions including liability assumed under contract.

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

Umbrella Liability Insurance

Limits shall total \$5,000 per occurrence when combined with the insurance

Required under 1,2 and 3 above.

6. Compensation

As an On-call contract, there is no minimum monetary amount specified under the contract. It is expected that the successful respondent(s) will be awarded a “not-to-exceed” on-call contract(s). However, the City does not guarantee that each respondent(s) will receive an assignment during the course of the contract. The monetary amount will be based upon agreed hourly billing rates and time, and any subconsultant or contractor costs. The City will only reimburse respondent(s) for its actual out-of-pocket expenses, plus, an administrative fee.

7. Description of Services

A. Assignments

The exact assignments have not yet been determined, but will be decided by the DOA when architectural and design services are required. The assignments may fall into the following categories:

1. Architectural and design review services for various proposed improvements.

The successful respondent(s) will be expected to begin work on any assignment within seven calendar days, and to work diligently to complete the work in a timely manner.

B. Facilities

The areas of work may include terminal buildings including retail concession spaces, hangers, maintenance facilities, crash-fire-rescue stations, administrative offices and various miscellaneous facilities on airport properties.

C. Detailed Scope of Services

Advisory Services

1. Study designs to establish detailed work program for proposed projects.
2. Rendering of technical advisory and consulting expertise to the DOA on an as-needed basis in connection with existing and proposed facilities.
3. Review of plans for any proposed tenant improvements and analysis of their impact on overall airport operations and aesthetics.

Design Services

1. Provide architectural and design review services for airport construction projects. This includes preparation of contract drawings, specifications and cost estimates for various projects to be assigned by the DOA.
2. Conduct field surveys of existing facilities affected by the work and that work's impact on other planned or current projects at the site.
3. Attend meetings and consultations with the Director of Aviation and his/her staff, as requested. Coordinate work with other consultants under contract to the DOA.

Coordination

Attend meetings with the DOA's staff, consultants and contractors as required.

Personnel

The successful respondent(s) shall employ on its staff permanent, experienced professionals to manage the work of this contract. Subconsultants may be used for a portion of the work; however, the successful respondent must demonstrate the technical leadership and overall responsibility for each assignment. The successful respondent(s) shall maintain an office and legal address in the Philadelphia area. Accordingly, the successful respondent(s) must be familiar with typical airport operations and with City codes with respect to airport

projects. All personnel working on the contract must be required to undergo and pass a federal background security check.

1. Other Consultants

When it is determined that an assignment requires the participation of other consultants, the DOA may assign another consultant who is under contract to the City. The successful respondent(s) (“On-call Architect(s)”) will be expected to fully cooperate in any joint efforts that may be required. For any related specialized services for which the On-call Architect(s) are not qualified and for which the DOA does not have a qualified consultant under contract, the On-call Architect(s) may be asked to hire the appropriate consultants as subconsultants.

2. Subconsultants

The On-call Architect(s) are expected to assemble a project team that will have the necessary expertise to accomplish all of the types of work listed above, possibly consisting of employees of the successful respondent(s) and qualified subconsultants.

3. Project Manager

The On-call Architect(s) shall appoint a project manager who will be the point of contact for all DOA assignments.

8. Evaluation/Selection Criteria

The DOA, notwithstanding reservation of its right not to award any contract(s) pursuant to this Notice, intends to award one or more contracts to the respondent(s) that best demonstrate the level of experience, skill and competence required to perform the services in the most efficient, cost-effective and professional manner.

Respondent(s) must be willing to work pursuant to City contract terms and conditions, which include, without limitation, nondiscrimination requirements, indemnification of City, insurance requirements and cost principles. The DOA will be guided by the following criteria in making a selection for award. These criteria are listed in no particular order of priority. Individual criterion is not accorded points or a weighted measurement; all criteria will be comprehensively analyzed in a balanced and responsible manner. In all instances the DOA will use its professional judgment in determining which respondent(s) best serves the interest of the City:

- Understanding of required services and proposed plan of action/strategy/solution proposed;
- Documented prior experience in providing architectural and design review services, as confirmed by references;
- Shared commitment, with the DOA, to achieving the objectives of Executive Orders 02-05 and 14-08 which strive for the inclusion of Minority, Woman and Disabled Businesses in all phases of City contracting;
- Competitiveness of proposed billing rates;
- Competency and proven track record in handling similar types of projects
- Caliber of staffing (e.g., staff prior experience, education, licenses, professional achievements, etc.) and staff numbers dedicated to City project(s);
- Business integrity and reputation in the industry relevant to the successful respondent(s);

- Ability to meet time deadlines;
- Ability to perform independently (i.e., not requiring significant oversight and management by the City);
- Expressed willingness to comply with City standards for contracting (e.g., indemnification, nondiscrimination, etc.); and
- Eligibility under Philadelphia Code provisions relating to campaign contributions.

9. **Application**

Respondents must apply online in order to be eligible for award of the posted non-competitively bid contract opportunity; proposals or any other response to a Notice will not be considered unless an application is filed, within the prescribed time period, through eContract Philly for the posted opportunity. All applications must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts, choose eContract Philly. Hard copy submissions are not required.

Respondents and contractors are required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether they have received any requests or advice on satisfying minority owned business participation goals from City employees. This information, as well as a proposal or any other response document required, are part of the online application. For more information, please consult the reference materials found on the website, email econtractphilly@phila.gov or call 215.686.4914.

Respondents who have failed to file complete applications through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.

eContract Philly encourages respondents to start and complete their online applications as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission.

You can begin uploading (or attaching) your application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

This Notice and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any respondent, is intended to be granted any rights hereunder. Any response, including written documents and verbal

communications by any respondent to this Notice may be subject to public disclosure by the City, or any authorized agent of the City. All responses to this Notice become the property of the City.

The respondent's proposal shall include the following required information. The items listed below are to be contained in each of the sections:

A. Transmittal Letter –

A signed original transmittal letter, on the firm letterhead of the respondent shall accompany the proposal. The letter shall be signed by a person with authority to bind the respondent to all terms of the proposal. Submission of the letter with the proposal constitutes the respondent's acceptance of all terms, conditions, and requirements of the Notice, and further binds the respondent to all terms of the submitted proposal.

The transmittal letter shall include all of the following:

- a) The name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any) of the respondent;
- b) The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the proposal;
- c) The title of the Notice, "ARCHITECTURAL AND DESIGN REVIEW CONSULTING SERVICES (PHL No. 0521.40)";
- d) The following statement:

By this letter, _____ [insert firm name of respondent] submits its Proposal in response to City of Philadelphia Notice of Contracting Opportunity for **ARCHITECTURAL AND DESIGN REVIEW CONSULTING SERVICES**. By signing this letter, the undersigned binds _____ [insert firm name of respondent] to all terms of the Proposal; represents and warrants that s/he has the authority to so bind _____ [insert firm name of respondent]; and acknowledges that _____ [insert firm name of respondent] and the undersigned each understands and accepts the terms, conditions, and requirements of the foregoing Notice.

- e) The name, street address, email address, telephone and facsimile numbers and contact person of the firm which will guarantee performance of the contract if it is a firm other than the respondent (including, but not limited to, parent corporations);
 - f) A statement indicating willingness to comply with City requirements for contracting (e.g., indemnification, nondiscrimination, slavery-era affidavit etc.). The standard City contract for Architectural and Engineering Services is posted to eContract Philly on the specific Opportunity page.
 - g) A statement that the proposal remains open and valid until at least one hundred and eighty (180) days from receipt of the proposal.
- B. Experience – Provide a list of work engagements similar in nature (size and scope) to the work proposed, describing the type of project, the role of the respondent, the actual work completed by the respondent. List a reference for each engagement with current contact information including:
- Name and title of reference,
 - Name of Company/Agency, and type of business,
 - Company office address,
 - Daytime phone number,
 - Email address.
- C. Work Plan - Describe how the respondent and his/her team will accomplish the tasks listed in Section 7 herein. Provide the following:
- Organization Chart, indicating the names and titles of the respondent and any proposed subconsultants.
 - Detailed listing and description of all tasks expected to be performed by the prime respondent and any subconsultants, if proposed, and the division of responsibility for performing said tasks.
- D. Staffing Plan – The successful respondent(s) shall appoint a project manager who will be the point of contact for all DOA assignments. The project manager should be readily available to the Deputy Director of Aviation, Property Management and Business Development, or his/her designee. Provide the following:
- Staff list, indicating the names and titles of the project manager and proposed staff, who are expected to be assigned to work under this contract, with a description of each person's duties.
 - Propose measures to be taken to maintain client service continuity and satisfaction.
 - Attach resumes of all proposed staff and describe other commitments of key staff.
 - Attach required certifications and licenses of staff.
- E. Minority and Women-owned Business Enterprises (MBE/WBE) – Provide a narrative outlining the respondent's shared commitment, with the DOA, to achieving the objectives of Executive Orders 02-05 and 14-08, which strive for the inclusion of Minority, Woman and Disabled Businesses in all phases of City contracting. If the respondent is a MBE/WBE, provide Office of Economic Opportunity certification.

- F. Insurance - List all the insurance that is planned to be carried and show that the requirements of Section 5. have been met.
- G. Cost Proposal - For the “Staffing Plan,” list above, provide title and hourly billing rate range proposed for the first year of the contract. The proposed billing rate must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, travel, fuel or other charges, and related costs. All prices and fees must be presented in U. S. dollars. Provide this information for all respondent’s proposed staff.
- H. Disclosures - Based on the information contained in this Notice and any other information available or known to respondent, the respondent shall certify in writing to the City that it knows of no conflict between its interests or the interests of any partners or employees, and those of the City; and that it knows of no facts which might create the appearance of such a conflict. Please disclose and explain any negative events in the respondent’s recent history including criminal charges, civil litigation or administrative actions involving the respondent or its employees over the last two (2) years.

10. Addenda to the Notice; Requests for Information; Inconsistencies

All questions, requests for clarification, and requests for additional information regarding this Notice must be submitted to Deputy Director of Aviation, Property Management and Business Development, Philadelphia International Airport, Terminal D, Philadelphia, PA 19153, not later than _____ 2009. All such questions and requests must be submitted in writing, by attachment to email, by facsimile, U.S. mail, private delivery service, or hand delivery (submissions by any form of communication through the City’s web site are not acceptable, and may, in the City’s sole discretion, be disregarded). Confirm receipt of the question or request by another method or by phone. Responses to such questions and requests shall be at the City’s sole discretion and nothing in this Notice shall create an obligation by the City to respond to the submitting party or at all. Responses may, in the City’s sole discretion, be by published addendum.

No response by any employee or agent of the City, other than by addendum, shall be binding on the City, or shall in any way constitute a commitment by the City.

If a respondent finds any inconsistency or ambiguity in this Notice or an addendum to the Notice issued by the City, the respondent is requested to notify the City in writing.

The City may, in its sole discretion, issue addenda to this Notice containing responses to questions and requests for information, clarifications of the Notice, revisions to the Notice and/or a closing date, or any other matters that the City deems appropriate. Addenda will be posted to the eContract Philly website. Notification of such posting will not be made to any parties.

11. Presentations

The City may determine that presentations by some or all of the respondents are needed in order to make further evaluations. If this is necessary, the selected respondents will be notified of the required attendees and the topics to be discussed in the presentation, to be accomplished in City offices, at no cost to the City. The City shall not be required, however, to permit any respondent to make such a presentation. Any presentations will be scheduled after the proposals are received, evaluated and rated.

12. Reservation of Rights

The City reserves the right to reject any and all proposals and re-issue the Notice at any time prior to execution of a final contract, issue a new Notice with terms and conditions substantially different from those set forth in this Notice, extend the time period for responding to this Notice, or cancel this Notice with or without issuing another Notice.

This Notice is subject to the reservation of rights as outlined in the Reservation of Rights on the eContract Philly website. The respondent agrees to the Reservation of Rights by virtue of submitting its application to the City.