

Request for Proposal

REFUSE REMOVAL AND RECYCLING SERVICES AT ALLEGHENY COUNTY AIRPORT

Specification # 0775



INTRODUCTION

The Allegheny County Airport Authority (ACAA) operates and manages Pittsburgh International Airport (PIT) and Allegheny County Airport (AGC). PIT is bringing the world to Pittsburgh and sharing all that is Pittsburgh with the world, serving nearly 10 million passengers annually on 16 carriers with flights to 64 nonstop destinations. AGC has remained a proven and essential community asset for close to 95 years with over 55,000 annual airport operations, including vital MedEvac helicopter operations.

The ACAA is inviting your organization to submit a Request for Proposal for **Refuse Removal and Recycling Services at the Allegheny County Airport**.

As used in this RFP, the term “Respondent” refers to any entity submitting a response to the Request for Proposals. The term “Contractor” refers to any entity awarded the contract. The term “Bidder” refers to any entity submitting a proposal.

The proposals received will be evaluated by an ACAA evaluation committee. The committee will recommend a firm, or firms, to provide **Refuse Removal and Recycling Services at the Allegheny County Airport** to the ACAA, and that recommendation will be subject to approval by the ACAA’s Chief Executive Officer and/or their Board of Directors.

In submitting a proposal, Respondent shall be responsible for all costs, including travel incurred in the preparation of said proposal. Respondent agrees not to seek reimbursement for such costs from the ACAA.

PROJECT OVERVIEW

The Allegheny County Airport Authority owns and operates buildings and grounds at the Allegheny County Airport located in West Mifflin, PA. In support of the operation of this facility, the Authority has a need to secure a single refuse removal and recycling company to provide refuse removal and recycling services. This bid document has been prepared to define the scope and magnitude of the services required by the Authority and the tenants, occupants, and users of the county airport.

Refuse removal and recycling requirements of tenants may vary, and this contract is established in such a manner as to allow the Proposer to maintain individual agreements with each user of this service, with direct billing for services to the individual tenant. At all times, the Authority retains the right to monitor and assure compliance with the minimum performance standards contained in this Specification.

Proposers should note the ongoing requirement for participation in airport safety and security functions. This is an essential part of maintaining an efficient operation in the complex aviation environment that exists at a general aviation airport. This close coordination is in the Proposer’s interest in minimizing the liability risks associated with potential injuries to the general public and possible damage to aircraft.

SUBMISSION PROCEDURES

A copy of the Request for Proposal (RFP) will be available on **October 1, 2026, at 11:00 A.M., EST.** and can be obtained by registering on the Authority’s Bonfire Portal, <https://flypittsburgh.bonfirehub.com/>, and following the directions listed on the site.

As described above, the Authority requests that Respondents submit a PDF version of their proposal via Bonfire Procurement Portal. Submissions must be received by the Authority not later than **October 22, 2026, at 2:30 P.M., EST** via <https://flypittsburgh.bonfirehub.com/>.

Proposals must be submitted via Bonfire's Portal with Respondent's name and submittal date included in the document file name. Proposals must be complete and must contain all the information and documents required in this RFP. Proposals will become the property of Authority.

Interested parties will submit their proposals according to the guidelines specified above.

The Authority reserves the right to reject all proposals that do not meet the requirements. Respondents will be notified of results according to the specified schedule in Bonfire. At its discretion, the Authority may (or may not) invite vendors to present their proposals virtually or in person to the Authority selection committee after proposals are submitted. At the sole discretion of the Authority, selected companies may be required to complete a non-disclosure agreement and contract with the Authority, as well as provide all supporting materials requested by the Authority.

This document, with all attached exhibits, forms, and specifications, shall constitute the entire Specification for the scope of work to be performed. The submittal of a proper proposal pursuant to this process and the execution of the agreement, pursuant to a duly authorized award, shall constitute an agreement by the successful Proposer to comply with all terms, conditions, and requirements as may hereinafter be listed in these Specifications.

The Allegheny County Airport Authority reserves the right to reject all proposals that do not meet the requirements.

Proposals must be based on these specifications and must include everything necessary to complete all work to be done under these specifications in every detail. All respondents should inspect conditions on the premises prior to submitting proposals.

The Procurement Manager, in his/her discretion, may respond to any such written request in the form of written Addendum to this Specification. Any such formal Addendum, which is prepared by the Procurement Manager, will be distributed via Bonfire portal. Only such written Addendum as issued by the Procurement Manager will be binding on the Authority in-regard to this Specification and/or any Agreement awarded pursuant to this Request for Proposal process.

The Successful Proposer shall be granted the exclusive right to provide all refuse removal and recycling services required by tenants, occupants, and other authorized users at the Allegheny County Airport.

The Successful Proposer shall assess charges to Airport tenants, occupants, and other users for Refuse Removal and Recycling Services in accordance with the pricing set forth in the Bid Table. The prices listed in the Bid Table constitute the maximum allowable rates that may be charged for such services. The Bid Table includes distinct pricing for service packages with and without the rental of refuse and recycling equipment.

The Successful Proposer acknowledges that no minimum volume of service demand is guaranteed by the Authority. Nothing in these Specifications shall prohibit the Successful Proposer from offering volume-based discounts or otherwise charging rates below the maximum allowable amounts listed in the Bid Table.

The Successful Proposer shall provide Refuse Removal and Recycling Services, at no cost to the Authority, for all Authority-owned and Authority-operated facilities located at the Airport.

All landfill disposal charges associated with the Successful Proposer's operations shall be the sole responsibility of the Successful Proposal. The maximum allowable prices listed in the Bid Table shall be inclusive of any landfill disposal charges applicable to refuse and recycling collected at the Airport. Notwithstanding the foregoing, the Successful Proposer may pass through to tenants, occupants, and other users any federal, state, or local landfill charge or tax that is separately identified as a legislatively authorized surcharge or tax applicable to landfill facility operations.

Any contracted party must abide by PA Act 101 and West Mifflin Brough applicable mandates.

SCHEDULE

RFP Release	October 1, 2026, 11:00 A.M., EST
Written Questions Due to Authority	October 8, 2026
Response to Vendor Questions	October 13, 2026
RFP Due Date	October 22, 2026, 2:30 P.M., EST
ACAA Evaluations	October 26-27, 2026

SCOPE OF WORK

- A. The Contractor shall provide closed trash containers in accordance with the dimensions or size of container(s) ordered by each individual customer. All containers shall be marked with reflective striping of a contrasting color on each corner for safety purposes. The enclosed trash containers must have secure fitting lids to eliminate foreign object damage of the airplanes.
- B. The Contractor shall provide removal, transportation, and disposal of refuse and recycling at the frequency ordered by the customer. Charges for these services shall include manual cleanup of the immediate area (10-ft. perimeter) surrounding the refuse and recycling container every time the container is serviced.
- C. Other than stationary and roll-off containers, all service on the Airport shall be provided with front loader or rear loader trucks and compatible container units. Contractor shall deliver to the Authority at the end of each calendar year of this Agreement, a revised copy of its current truck schedules.
- D. The Contractor shall, on a monthly basis, wash and service all refuse and recycling containers and continue to maintain such containers in a neat, clean, safe, and sanitary condition at all times.
- E. Where a common container is utilized by more than one (1) customer, Contractor shall distribute equipment rental and servicing costs on a fair and equitable basis among all common use customers. In the event of a dispute as to the percentage distribution of said costs, the Manager, General Aviation Operations will retain the right to assign a final pro rata assessment of monthly costs on each tenant, occupant, or other user of the Airport.
- F. The Contractor may negotiate special pricing with customer for the special purchase of

containers, ancillary equipment, or special services other than those provided in these Specifications. Such special pricing shall include the right for the Contractor to negotiate volume discounts for refuse removal and recycling services which are less than those amounts listed in the Bid Table.

- G. The Contractor shall provide to the Authority, at no charge, refuse removal and recycling services for Authority owned and operated facilities at the Airport.
- H. The Contractor shall participate in all scheduled meetings and functions of the ATA (Airline Transportation Association) and ELFOD (Elimination of Foreign Object Damage) Committees at the Airport.
- I. The Contractor shall be required to specially train all employees prior to assigning them to perform services under these Specifications. At the request of the Manager, General Aviation Operations, the Contractor shall submit such documentation detailing the time, date, and manner that any individual employee had secured such specialized job training prior to their assignment to perform any services under these Specifications.

QUANTITY

The Authority does not guarantee a minimum amount of Refuse Removal and Recycling Service by any tenant, occupant, or other user of the Airport pursuant to the award of this agreement, or that the present level of refuse removal and recycling services will not be increased or decreased during the term of this agreement or any option periods.

The quantity of the Refuse Removal and Recycling Service currently being provided to Airport tenants is available to all Proposers for informational purposes only, and no warranty is made to guarantee that these levels of business will remain at these limits.

PERFORMANCE OF SERVICE

- A. Refuse removal and recycling services will be provided both on a scheduled and on-call basis. Scheduled service shall be provided at the frequency ordered by the customer and shall be performed between the hours of 12:01 a.m. and 07:00 a.m. On-call service shall be provided to any customer within twenty-four (24) hours of the request by the customer.
- B. All containers at time of pickup must be clean and leak-proof to allow for continuous service. All containers and equipment shall be maintained by the Contractor in good working order, in a state of repair at all times.
- C. Should any labor work stoppage occur, service will be provided by Contractor's supervisory personnel on the same basis as that required under the terms and conditions of these Specifications.
- D. The Contractor, in the course of providing these services, shall abide by all duly promulgated Airport operating procedures and policies issued by the Manager, General Aviation Operations.
- E. The Contractor shall provide to the Authority a 24-hour service phone number in the event of an

emergency.

PERIOD OF AGREEMENT

This agreement shall remain in effect for three (3) years beginning November 1, 2026, through October 31, 2029, with the option to renew for two (2) additional one-year extensions at the sole discretion of the Allegheny County Airport Authority.

The successful Proposer shall have equipment in place and shall be prepared to begin service on November 1, 2026.

Failure by the successful respondent to begin work at the time called for in the agreement will constitute a material and substantial breach of agreement.

TERMINATION

The Authority reserves the right to terminate the contract, at any time, by giving the Contractor thirty (30) days written notice. If the contract is so terminated, nothing contained in this paragraph shall obligate the Authority to pay the Contractor for work performed which is not reimbursable under any provisions of this contract.

EXAMINATION OF PREMISES

Before submitting proposals for this work, each Proposer will be held to have examined the premises and satisfied themselves as the existing conditions under which he will be obligated to furnish services or that will, in any manner, affect the work under this contract. No allowances shall be made subsequently in this connection on behalf of the contractor for any lack of examination, errors, or negligence on his part.

Proposers can secure an escort around the premises where work is to be done by contacting the AGC Administrative Coordinator at (412) 466-3026 between the hours of 9:00 A.M. and 3:00 P.M., EST Mondays through Fridays during the proposal period.

CONTRACT INTERPRETATION

Proposer shall inform himself as to all existing conditions and limitations affecting the work. After a contract is executed, claims made by the successful Proposer which are based on insufficient data, incorrectly assumed conditions, misunderstanding of the scope or character of the work, or misunderstanding of the conditions under which the work is to be performed, will not be allowed.

Proposers shall examine these specifications carefully and report any errors, discrepancies, or ambiguities to the Procurement Manager before submitting a proposal. In case of any necessary changes to the specification, the Procurement Manager will return written instructions to all Proposers via the Authority's Bonfire Software.

MINIMUM QUALIFICATIONS

The Authority reserves the right to reject any proposal which is submitted by any Proposer which does not possess the experience and financial capability, permits, licenses, charters, and/or personnel to

perform the scope of work as outlined in these specifications.

The following are the specific minimum qualifications that have been established by the Authority for the Proposer to receive further consideration for evaluation for the award of this contract:

1. The Proposer must have been in the refuse removal and recycling business on a continuing basis for at least five (5) years and must be qualified to do business in the Commonwealth of Pennsylvania. If the Proposer is a joint venture, this requirement may be satisfied by any business entity member of the joint venture having five (5) years' experience.

The Allegheny County Airport Authority reserves the right before recommending any award of this contract to any Proposer, to inspect the facilities and equipment of the Proposer. The Authority will make such inspections upon reasonable notice to the Proposer. The evaluation of the Authority regarding the services and equipment of the Proposer shall remain the absolute discretion of the Authority.

PROPOSAL CONTENT

Firms interested in responding to this RFP must submit the following information, in the order specified below:

- Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

- Statement of Minimum Qualifications (up to 2 pages)

Describe how the firm meets the minimum qualifications as set forth in below in "*Selection Criteria*". Please include start and end dates for all projects used to meet the minimum qualifications.

- Project Approach (up to 5 pages)

Describe the services and activities that your firm proposes to provide to ACAA.

SELECTION CRITERIA

Proposals will be evaluated by a selection committee chosen by the Authority. The selection committee will consider all documents, the response to this RFP, information gained while evaluating responses, and other relevant information to make its determination. The committee's selection will be the Respondent that, in the Authority's sole opinion, is best able to provide the services according to the Authority's needs.

- Experience (45 points)
 - The experience, reputation, and financial ability of the Proposer to provide the level

of service as requested herein

- Prior Experience (35 points)
 - Prior experience of Proposer in the operation of refuse removal and recycling services.
- Cost Proposal (Bid Table) (20 points)
 - The fiscal expenditure, on an annual basis, which would be made by the tenants, occupants, and other users of the Airport to secure refuse removal and recycling services and/or the rental of refuse storage and recycling equipment.

INGRESS AND EGRESS

If the Contractor shall comply with the terms and conditions of this Agreement, then, subject to such statutes, ordinances, resolutions, rules, regulations, and orders as may from time to time be enacted, established, or adopted by the Federal Aviation Administration, the Authority, or other governmental agency or authority, the Contractor shall have the right of ingress to and egress from the Airport through such ways provided by the Authority.

BADGING REQUIREMENTS

All Contractor's employees, agents, or subcontractors providing services on the premises at Allegheny County Airport must secure an AGC Identification/Access Badge by the Authority. Personnel who are refused AGC Identification/Access Badge shall not be permitted by the Contractor to perform work on the Premises under this Contract. Contractor, at its sole cost and expense, shall be responsible for relevant costs associated with securing AGC Identification/Access Badges for all its employees, agents, and subcontractors in accordance with current identification badge requirements developed by the Allegheny County Airport Authority. The Authority has established the following fees for all individuals requiring an identification badge:

Application Fee:	\$30.00
Lost Badge Fee:	\$60.00
Late Badge Fee:	\$20.00
Damaged Proximity Card:	\$60.00

All applicable fees shall be payable to the Allegheny County Airport Authority upon receipt of application, for all individuals obtaining Airport Identification Badges. The Authority reserves the right to revise the amount of these application fees without prior notice to the contractor. These costs shall not be refunded or reimbursed to the contractor in any manner.

Failure by the Contractor to return Airport Identification Badges, escort passes, and /or keys upon the completion of the contract shall result in charges of \$200.00 for each Identification Badge, escort pass, and/or key in the Contractor's possession.

BASIS OF AWARD

The Allegheny County Airport Authority may award on an item-by-item basis, on a lump sum basis, or on a combination of items basis, whichever is in the best interest of the Authority.

ANNUAL PRICE ESCALATION

The Successful Proposer may escalate the maximum allowable prices listed in the Bid Table by two percent (2%) per year for each option year these Specifications remain in effect.

TAXES

The Authority is exempt from all local, state, and federal sales tax. The Contractor shall not apply any sales tax to invoices submitted to the Authority. A copy of the Authority's Tax Exemption Certificate is available upon request of the Contractor.

INSPECTION AND TESTING BY AUTHORITY

- A. The Authority shall have the right to observe any service being performed by Contractor for a customer of the Authority involving any operations authorized hereunder for the purpose of determining the quality of the service, the prices charged therefore, and the accountability of the revenue received there from.
- B. The Authority shall have the right at any time, and as often as the Manager, General Aviation Operations considers necessary to inspect any operation of Contractor and to advise Contractor of the existence of any conditions which the Manager, General Aviation Operations determines to be unsafe, unsanitary or detrimental to the public or the operation of the Airport. Contractor agrees to correct all such conditions immediately after notice.

NON-PERFORMANCE

The Authority reserves the right to purchase item(s) from other sources when the successful Proposer is unable to provide the specified **Refuse Removal and Recycling Services**.

PERSONNEL

The Contractor shall retain a qualified, competent, and experienced manager to monitor the activities at the Airport. The Contractor shall, at all times, employ and provide trained personnel adequate to conduct these services in a first-class manner. All personnel of Contractor shall present a neat and clean appearance, shall have on their person such identification as may be required by the Authority, and shall be courteous and efficient in the discharge of their duties in order to promptly and efficiently serve the tenants, occupants, and other users of the Airport and to provide a high-quality operations.

REPORTS

The contractor shall provide monthly record of the quantity of refuse and recycling removed from the Allegheny County Airport. These monthly reports shall be directed to the attention of the Manager of Environmental Compliance, Allegheny County Airport Authority, Pittsburgh International Airport, 1305 Cherrington Parkway Coraopolis, PA 15108.

REPRODUCTION OF SPECIFICATIONS

This specification may not be copied or duplicated without the written consent of Authority authorized personnel, for any purpose other than evaluation and analysis by a bona fide Proposer in order to consider submitting a proposal or actually submitting a proposal pursuant to the process as outlined herein.

REPAIRS AND MAINTENANCE

The Contractor shall, at its sole cost and expense, maintain, renew, replace, alter, repaint and make necessary repairs to its personal property and equipment and keep it operating and maintained in a safe, clean and useful manner throughout the term of this agreement.

CONSTRUCTION BY CONTRACTOR

The Contractor shall not make any improvements or do any other construction work at the locations or elsewhere at the Airport, or alter, modify, or make additions, improvements or major repairs to or installation at the locations or install any fixtures therein or thereto without the prior written permission of the Manager, General Aviation Operations.

ASSIGNABILITY

The Proposer shall have no right or power to assign or delegate any rights or duties of this contract without the prior written consent of the Chief Executive Officer, Allegheny County Airport Authority. Any assignment or delegation so permitted shall be subject to all of the terms, conditions, and other provisions of these Specifications to the same extent that the Proposer would have remained had no assignment or delegation been approved.

SEVERABILITY

The Authority and Contractor agree that if any paragraph or provision of this Specification or any portion of any paragraph or provision shall for any reason be held to be void, illegal, or otherwise unenforceable, all other portions of this Specification shall nevertheless remain in full force and effect.

INCORPORATION OF REGULATIONS

The Contractor agrees to make part of and incorporate into this contract, by reference or by setting forth at length, at the option of the Authority, and all statutes, rules, and regulations the incorporation of which may now or hereafter be required by the Federal Aviation Administration or other governmental agency; provided, however, that the Contractor may, at its own risk, cost and expense and at and at no cost to Authority, contest, by appropriate judicial and/or administrative proceedings, the applicability or the legal or constitutional validity of any such statute, rule or regulation.

INSURANCE REQUIREMENTS

1. The Contractor shall take out and maintain during the life of this contract or shall cause to be taken out and maintained, Comprehensive/Commercial General Liability insurance as shall protect the performance of the work covered by this contract from claims for damage for injury

to person, including wrongful death, and for damage to property which may arise from the operations under this contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by either the Contractor or the subcontractor. The required limits may be satisfied using a combination of primary and umbrella or excess liability coverage.

The Comprehensive/Commercial General Liability policy shall be combined single limit of **FIVE MILLION (\$5,000,000) DOLLARS** for injury to persons and damage to property. This policy shall be written on an occurrence basis. The Allegheny County Airport Authority and its Board shall be named as additional insured with right of notice in the policy.

2. The Contractor shall carry comprehensive liability insurance covering all owned, non-owned and hired automobiles. The Automobile Liability insurance required shall be a combined single limit of **FIVE MILLION (\$5,000,000) DOLLARS** for injury to persons and damage to property.
3. The Contractor shall maintain Contractors Pollution Liability Insurance with coverage of no less than **TWO MILLION (\$2,000,000) DOLLARS**.
4. The Contractor shall carry Workers' Compensation insurance as required by law or shall submit evidence that he has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer. No program of self-insured retention shall apply to any of the foregoing coverage without prior approval of the Authority. The Contractor will require his subcontractors to comply with all the insurance requirements of this Agreement.
5. No request for approval of any subcontractor will be entertained for consideration by the Authority unless the Contractor shall submit to the Authority Representative, with his request for the approval of such subcontractor, certificates of insurance that subcontractor has complied with all insurance requirements of this Agreement applicable to the public liability and workers' compensation insurance.
6. Certificates of Insurance - The Contractor shall provide Authority Representative, prior to commencing work, Certificates of Insurance evidencing the required insurance. He shall also provide Certificates of Insurance evidencing the renewal of such policies of insurance, which expire during the term of this contract. The certificates shall provide that the insurance company will inform the Authority, in writing, by registered mail, thirty (30) days prior to the termination of the policy and prior to any alterations made in the policy which alterations change, restrict, or reduce the insurance provided or change the name of the assured. Such certificates shall, in addition to the information relative to the insurance required, contain the following:
 - a. Inception and expiration dates of insurance policy.
 - b. Limits of liability provide (public liability and property damage).
 - c. Coverage provided including special hazards, if required.
 - d. Name of insurance company.
 - e. Policy number.
 - f. Additional interests covered.

No certificate will be accepted which exculpates the insurer or reduces any rights conferred on Allegheny County Airport Authority.

7. The Authority Representative may, at his/her discretion, modify or waive any of the foregoing requirements.

INDEMNITY BY CONTRACTOR

- A. The Contractor agrees to protect, defend, indemnify, and save harmless the Authority, the Authority Board, its employees, agents, and representatives from and against all claims and demands of third persons, just or unjust, for personal injuries (including death) or property damages including theft, except for those claims which are judicially determined to have arisen as a result of the sole negligence of Authority, but the Contractor shall have the burden of proof to establish the same arising or alleged to arise out of the operations (including the failure to perform) of the Contractor under this Agreement.
- B. Contractor further agrees to protect, defend, indemnify and hold harmless the Authority from and against any claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of Contractor, or of any licensees, contractors, or sub-contractor of Contractor.
- C. In the case of concession contracts, Contractor further agrees to protect, defend, indemnify, and save harmless the Authority, the Authority Board, its employees, agents, and representatives from any and all liability or damage or claims for damages arising out of or in connection with injuries to any person or persons or the property of any person or persons, caused by or in connection with or growing out of the conduct of the concession or concessions provided for herein by Contractor, or out of the use of any and all parts of the Airport by Contractor, except for those claims which are judicially determined to have arisen as a result of the sole negligence of Authority, but the Contractor shall have the burden of proof to establish the same arising or alleged to arise out of the operations (including the failure to perform) of the Contractor under this Agreement.
- D. The Contractor agrees to indemnify and save harmless the Authority from, and shall assume all liability for, and shall pay all taxes, assessments, and charges of a like nature, of any kind whatsoever, including taxes assessed, imposed, or levied or which may be assessed, imposed, or levied by the Federal Government, the Commonwealth of Pennsylvania, or any political subdivision thereof, the Authority, any municipality, any governmental successor in authority to the foregoing, or any other tax or assessment bodies whole or in part, upon or in respect to the premises occupied hereunder or which are attributable to or arise out of, either directly or indirectly, the letting, use or occupancy of the premises occupies hereunder by Contractor or which arise out of, directly or indirectly, Contractor's operations on any and all parts of the Airport. Payment of such additional charges (including interest and penalty charges) for any and all such taxes, assessments, and charges, when and if levied, imposed or assessed, shall be made by the Contractor directly to the taxing or assessing authority charged with the collection thereof, unless Contractor is otherwise directed in writing by the Authority. Contractor shall be responsible for obtaining bills for all said taxes, assessments, and all charges and promptly providing the Authority with evidence of payment thereof. Should the Contractor desire to contest the amount or validity or any tax assessment payable by Contractor hereunder against any tax or assessment levying body, Contractor may do so, at Contractor's sole expense, after providing such security as the Attorney of the Authority deems adequate to cover any delinquency, penalty, and interest charges that may arise from such contest. The Contractor shall indemnify and save harmless the Authority from all taxes penalties, cost, expense, and reasonable attorneys' fees incurred by the Authority resulting directly or indirectly from all such tax contests.
- E. The Contractor's obligation to protect, defend, indemnify and hold harmless, as set forth in this Paragraph shall include any and all reasonable attorneys' fees and investigation expenses, including the fees, expenses and costs of utilizing the services of the Authority's Legal Counsel

incurred by Authority in the defense and/or handling of said suits, claims, judgments, and the like, and in enforcing and/or obtaining compliance with the provisions of this Paragraph.

RIGHT TO KNOW ACT

The successful Proposer is required to comply with the Worker and Community Right to Know Act, 35 P.S. S7301 et seq.

DIVERSITY IN CONTRACTING

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. Is it the policy of the Authority to practice non-discrimination based on race, color, sex, or national origin in the award or performance of this contract. The Allegheny County Airport Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

While there is no DBE participation goal associated with this opportunity, the Authority strongly encourages the participation of Disadvantaged Business Enterprises.

A. Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient, 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, including any amendments thereto, in the award and administration of DOT-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, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the Contractor from future bidding as non-responsive

B. Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) 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 Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to this solicitation or an approved substitute DBE firm without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs

listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Authority. Unless the Authority consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Authority is committed to diversity not only in the workplace, but also with respect to its contractors, suppliers, and vendors. The Authority strongly encourages and values participation by Disadvantage Business Enterprises ("DBE's").

The Authority will not discriminate against any Proposer on the basis of race, color, national origin, sex, age, religion or creed, disability or any other characteristics protected by law in connection with the award and performance of any contract let in connection with this project. Likewise, the contractor and all subcontractors must agree not to discriminate on the basis of race, color, national origin, sex, age, religion or creed, disability or any other characteristics protected by law in the performance of this contract or in their own employment or contracting practices. Failure by the contractor to carry out these requirements shall be a material breach of the contract, which may result in termination of the contract or such other remedy, as the Authority deems appropriate.

TITLE VI

The Allegheny County Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

CONDITIONS OF THIS REQUEST FOR PROPOSAL

This is a Request for Proposal. It is not an offer, contract, or an invitation for bids. The submission of a proposal in response to this process constitutes an invitation to negotiate with the Authority and not a bid. The submission of a response to this process does not impose any legal obligation upon either the Authority or the Respondent submitting the qualifications, nor does it create any contractual or quasi-contractual relationship between them.

The Authority is a Pennsylvania municipal Authority and is subject to the requirements of the Pennsylvania Right to Know Law (RTKL). All materials submitted by Respondents to the Authority are likewise subject to the RTKL.

The Authority reserves the right to reject or disregard any or all responses, to negotiate with any or all persons submitting responses, and/or to enter into a contract or contracts with any person or persons for any or all of the services described herein.

The Authority is not obligated to respond to any proposals submitted or is it legally bound in any manner whatsoever by the submission of a response pursuant to this published process.

It is further noted that the Authority's "Terms and Conditions" will be agreed upon by the Respondent.

RESPONDENTS RESPONSIBILITY

It is the responsibility of each Respondent to carefully examine this RFP and to judge for itself all the circumstances and conditions which may affect its proposal and subsequent work pursuant to the agreement. Any data furnished by Authority is for informational purposes only and is not warranted. Respondent's use of any such information shall be at Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the RFP requirements, and any other relevant documents or information, shall not relieve the selected Respondent from fully complying with this RFP or subsequent agreement.