Request for Proposal

Emergency Snow Removal Services
Parking Facilities
Philadelphia International Airport
RFP No. 15-17
Issue Date: July 10, 2015

The Philadelphia Parking Authority is seeking proposals for snow removal services for parking facilities operated at the Philadelphia International Airport.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on August 12, 2015

Delivery Instructions:

<table>
<thead>
<tr>
<th>Proposals may be Mailed or Hand Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>All copies of the RFP must be submitted to:</td>
</tr>
<tr>
<td>Mary Wheeler</td>
</tr>
<tr>
<td>Manager of Contract Administration</td>
</tr>
<tr>
<td>701 Market Street, Suite 5400</td>
</tr>
<tr>
<td>Philadelphia, PA 19106</td>
</tr>
<tr>
<td>Email: <a href="mailto:mwheeler@philapark.org">mwheeler@philapark.org</a></td>
</tr>
</tbody>
</table>

Fax responses will NOT be accepted
REQUEST FOR PROPOSALS
EMERGENCY SNOW REMOVAL SERVICES
PARKING FACILITIES OPERATED AT PHILADELPHIA INTERNATIONAL AIRPORT

PROPOSAL NO. 15-17
INSTRUCTIONS TO PROPOSERS

SUMMARY
When: Proposals must be submitted by 2:00 PM, Wednesday, August 12, 2015.

Where: Philadelphia Parking Authority
Attention: Mary Wheeler, Manager of Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106

How: Proposals must be sealed and delivered via certified mail, return receipt requested (to include delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must be boldly and clearly marked (not typewritten) “Snow Removal Services - Proposal No. 15-17”. All proposals must be presented with one (1) original and five (5) copies, individually numbered, one copy in a single-sided loose leaf binder, suitable for photocopying, and an electronic version in one PDF file.

Pre-Proposal Meeting: A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153 on Thursday, July 16, 2015 at 11:00 AM.

1. Introduction:

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the “Authority”). The Authority is soliciting written proposals from qualified vendors for the procurement of emergency snow removal services for the parking facilities at the Philadelphia International Airport under a Contract with the Philadelphia Parking Authority. The sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, 701 Market Street, Suite 5400, Philadelphia, PA 19106 or via email at mwheeler@philapark.org. As a Request for Proposals (RFP), this is not an invitation to bid and although price is very important, other pertinent factors will be taken into consideration.
2. Pre-Proposal Meeting:

A mandatory pre-proposal meeting will be held on Thursday, July 16, 2015 at 11:00 AM at the Philadelphia Parking Authority's Airport Administration Building, located at the Philadelphia International Airport. Prospective proposers will also participate in a site visit of the facilities included in this proposal. The directions to the Parking Authority’s Airport Administration Building are as follows:

- Exit I-95 for “Airport Arrivals”
- Bear left for “Rental Cars/Garage Marriott”
- Continue past parking garages and rental lots
- PPA Administration Building is on the right, just past the toll plaza

3. Procurement Questions:

Prospective Proposers are encouraged to submit questions concerning the RFP in writing no later than Friday, July 31, 2015 at 2:00 PM. Questions concerning this RFP are to be submitted in writing via email to Mary Wheeler at mwheeler@philpark.org with the Proposal No. 15-17 listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

4. Proposal Conditions:

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM, Wednesday, August 12, 2015 as more fully described in the Specifications attached hereto. Each proposer shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to proposers, unless a written request to withdraw is received prior to the opening of proposals.

5. Signatures Required:

The proposals must be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer’s title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term “A Member of Firm.” In cases of an individual use the term "dba" (Company Name) or as sole owner.

6. Proposal Format:

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a Contract must be included in your proposal. Proposals must be submitted on letter size (8½” x 11”) paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Price Form can be provided to all prospective Proposers upon request. Forms that are altered by the Proposer may be grounds for rejection of the Proposers offer.
The tab requirements are as follows:

Tab A– Letter of Transmittal
Tab B– Executive Summary
Tab C– Proposal Security
Tab D– Financial Statement
Tab E– Insurance Requirements
Tab F– Proposal Form
Tab G– Additional Attachments
Tab H– General Warranty Information
Tab I– Unacceptable Contract Terms

7. Proposal Qualifications:

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, equipment, experience, and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

To provide the Authority with information as to their ability to perform, proposers must submit, as part of this proposal, information stipulated in the Proposal Qualification Form (Proposal Form, Section 12) attached hereto and proof of ability to furnish the item as outlined in the specifications.

All prices set forth in proposals received by the Authority shall remain firm and proposers shall not be allowed to change or alter the prices set forth in their proposals for 180 days. If the Authority selects the proposer's proposal, the non-conflicting contents of the selected proposal will become contractual obligations upon execution of the Contract.

The Authority has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements.

8. Proposal Security:

The proposal must be accompanied by a certified check or bid bond made payable to the Authority in an amount equal to $20,000.00. This certified check or bid bond shall insure the complete execution of a contract, as outlined in Exhibit B, with the Authority. The certified check or bid bond of the unsuccessful proposers will be returned as soon as feasible after the award of the contract.

9. Proposing Equivalent Products:

Not applicable to this solicitation.

10. Executed Contract Required:

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Proposer, including any notice of "contract award" from the Authority, the Authority will not be legally bound to any contract for emergency snow removal services or be subject to any other liability whatsoever on any legal theory concerning the provision of procurement of emergency snow removal services until a final document evidencing the complete and exclusive contract of the
parties is signed by the Authority's Executive Director and the duly authorized representative of the Proposer.

11. Rejection or Acceptance of Proposals:

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible proposer(s). Upon the conclusion of their review, the most responsible proposer(s) will be selected to execute the Contract. The Authority may, at its sole discretion, select more than one proposer to execute a Contract. After execution of the Contract by the proposer(s), the Committee will make a recommendation to the Authority's Board of the most responsible proposer(s) with the highest quality and best terms. In qualifying a proposer as responsible, the Authority will consider the proposer's ability to meet the requirements, terms and conditions of the RFP. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest. The Authority reserves the right to reject any or all alternates if desired, and to accept the combination of base proposals and alternates, which in the sole judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default by a successful proposer, or the proposers' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-bid the Contract or to accept the proposal of the next most responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer hereby agrees that their proposal shall remain firm for one hundred and eighty (180) days. A proposal made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

12. Unacceptable Proposals:

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.
13. Clarification of Instructions:

Should the prospective proposer find a discrepancy in or an omission from the Specifications or Instructions to Proposers, or should she or he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration via email at m wheeler@philapark.org, who will clarify any discrepancies by emailing written instructions to all proposers via Addenda.

14. Restriction of Contact:

From the issue date of this RFP until the Authority's Board approves the negotiated Contract, Mary Wheeler is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Authority to reject the offending proposer's proposal. If the Authority later discovers that the proposer has engaged in any violations of this condition, the Authority may reject the offending proposer's proposal or rescind its award. Proposers must agree not to distribute any part of their proposals beyond the Authority. A proposer who shares information contained in its proposal with other Authority personnel and/or competing proposer personnel may be disqualified.

15. Notification of Proposer Selection:

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select a proposer or multiple proposers and notify all other proposers of the selection within one hundred and twenty (120) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective proposer. The selected proposer(s) shall not start the performance of any work prior to the Effective Date of the Contract and the Authority shall not be liable to pay the selected proposer for any service or work performed or expenses incurred before the Effective Date of the Contract.

16. Financial Statement:

Vendor must provide financial statements for the last three (3) years, which have been audited or reviewed by an independent certified public accountant, who is not an employee of the Vendor.

17. MBE/WBE/DBE/DSE Participation:

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises ("M-DBE"), Disadvantaged Women Business Enterprises ("W-DBE") and Disadvantaged Disabled Business Enterprises ("DS-DBE") but not limited to; Design, Construction, Operations Management, etc.

While there are no Participation Ranges projected for this Proposal, proposers are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses, when applicable, on an equitable basis with other firms.

Contractors must submit copies of signed contracts with M-WBE/W-DBE/DS-DBE businesses to Mary Wheeler, Manager of Contract Administration, The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, Pa 19106 prior to requesting payment for work performed by said businesses.
18. **Prevailing Wages and Benefits:**

Prevailing wages and benefits for the industry and trade shall be paid at all times for the duration of this project.

19. **Standard Practices:**

All work performed under the contract shall be subject to inspection and final approval by the Philadelphia Parking Authority.

20. **General Warranty:**

Neither the final Certificate of Payment nor any provision in the Contract included within the scope of the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in its Proposal (Tab H), a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal.

21. **Contract Period:**

Commencing with the effective date, the term of the Final Contract shall be in effect for three (3) years. Vendor must bid the contract in its entirety. The Authority at its sole discretion, shall have the right to terminate the Contract upon thirty (30) days written notice.

22. **Executive Summary:**

The vendor will include in Tab B of their proposal, a brief summation of the highlights of the proposal and the overall benefits to the Authority. This summary will also include any alternatives proposed by the vendor.

23. **Document Disclosure:**

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, all proposers in the instant process are advised to review such disclosure issues.

24. **Business Licenses:**

The primary proposer and all subcontractors must possess all trade, occupation and business privilege licenses as required by the City to comply with the applicable law as related to the scope of work detailed in this RFF.

25. **Evaluation of the Proposal:**

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability fulfill the terms of the Contract within the specified time line, the vendor's ability to meet the specifications, and the price proposed by the vendor. The Evaluation Committee will utilize the following rating system to evaluate all proposals submitted: 0 = does not meet the requirements, 1 = marginally meets the requirements, 2 = fully meets the requirements, 3 = exceeds the requirements. Based on these ratings, a composite rating
will be determined for each proposal ("Rating"). While the Rating will be used by the Authority in the selection process, the award of the Contract will be at the sole discretion of the Authority.

26. Proposal Samples:
   Not applicable for this solicitation.

27. Standard Practices:
   All work performed under the Contract shall be subject to inspection and final approval by the Authority.

28. Statement of No Proposal:
   All Prospective Proposers that do not Intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

29. Invoicing:
   All invoices must be accompanied by a Purchase Order Number, signed proof of receipt, quantities and description of goods. The Authority will not be responsible for any invoices not delivered or mailed to:
   
   The Philadelphia Parking Authority  
   Philadelphia International Airport  
   Main Toll Plaza  
   Philadelphia, Pa 19153  
   Attn: Frank Ragozzino  
   Director of Airport Parking Operations  
   Telephone Number: 215-683-9835

30. Shipping and Delivery:
   The vendor will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

31. Performance Bond and Labor and Material Payment Bond:
   The successful Contractor, prior to the full execution of the contract, will be required to furnish a faithful Performance and Labor and Material Payment Bond in an amount $200,000.00 in favor of the Philadelphia Parking Authority. Said bonds shall be from a surety company satisfactory to the Authority and qualified to do business in Pennsylvania. The Surety executing the bonds must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety forth in said circular or revision thereof.

   The Surety executing the bonds shall have a minimum A. M. Best Rating of A-; XII. Should any surety upon such bonds become unsatisfactory to the Authority, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Authority.

   Performance Bond and Labor and Material Bonds shall be executed on Standard AIA Document A312 in accordance with the Terms and Conditions of the Contract Documents. Each set of bonds executed must include a Power of Attorney evidencing to the Authority of the Attorney-In-Fact to execute bonds and the latest statement of assets and liabilities with an authorized signature from the
surety company.

**Bonds shall be received within ten business days of contract award in the offices of:**

The Philadelphia Parking Authority  
Attn: Mary Wheeler, Manager of Contract Administration  
701 Market Street, Suite 5400  
Philadelphia, Pa 19106

**32. Insurance Requirements:**

The successful proposer will be required to submit Insurance Coverage as outlined in Exhibit A of this RFP. The proposer shall submit either a sample certificate of insurances from a prior project or a letter from their insurance carrier indicating that they are capable of meeting the stated insurance requirements with their proposal in Tab D.
The Philadelphia Parking Authority (PPA) is seeking a contractor to furnish equipment and labor, as required, for the removal of snow from parking facilities at Philadelphia International Airport.

No contract will be awarded to a proposer with outstanding parking or moving violations or with unpaid taxes or fees due to the City of Philadelphia.

Prior to the selection of a Contractor, a Representative from the Philadelphia Parking Authority will visit the contractor's site to physically examine all of the Contractor's equipment and vehicles that are listed in the proposal document and Proposal Form for the Authority's final approval. All of the equipment and vehicles must be the property of the Contractor and must be on location at the contractor's site for the one-time inspection visit.

The proposer must be capable of performing the work described in this contract within the time frames set forth. The contract will be awarded to the lowest responsible proposer.

The equipment references contained in this proposal are intended only as a guide to the type, size, power, etc. within the various categories of equipment. The Director of Airport Operations shall determine the acceptability of any piece of equipment not specifically listed herein.

The Contractor will be required to prove ability to meet the terms of this contract during a period of emergency. In order to help assure satisfactory performance under this contract, proposers under this proposal may be required to show that during the course of their principal business operations they regularly use equipment called for herein both as to type and quantity, and that they have available facilities for immediate equipment maintenance and repair.

The successful proposer shall be compensated on an hourly rate per piece of equipment used for the snow removal process. Proposals shall be submitted as an hourly rate for each type of equipment listed in this proposal document. If the proposer wishes to substitute or add equipment, the equipment to be substituted must be listed and an indication of what the substitution is for must be noted. If the proposer wishes to provide alternate prices (either discounts or premiums) for specific hours, days or other criteria, the alternate rate must be listed for each piece of equipment. Due to the nature of the work, weather conditions may not be used as a justification for premium rates.
The contractor hourly rate for equipment shall include furnishing the equipment, including tires, chains, etc., operators (including wages and all benefits), fuel, servicing, supervision and all equipment including the repair and maintenance thereof. All equipment operators assigned to work under this contract must possess a valid drivers license and required Department of Transportation certification appropriate to the equipment being operated. All equipment operators are subject to license checks by PPA staff.

Contractors must be available to provide requested services and be on site within 2 hours after a Notice to Proceed order is issued by the Director of Airport Parking Operations or his/her designee. Such Notice to Proceed shall include the following:

a. types and quantities of equipment required
b. where to report
c. type of removal activity required (i.e., plow, lift and haul, etc.)

The types and quantities required will be based on the evaluation of each snow storm by the Director of Airport Parking Operations or his/her designee. Travel time for equipment only from contractor location to Philadelphia International Airport may be billable up to thirty (30) minutes. Return travel time may not be billed to PPA. No travel time may be billed for equipment or personnel replacing broken or defective equipment on the job. After commencement of the work after Notice to Proceed, the work shall be continuous as required and directed by the Director of Airport Parking Operations or his/her designee.

Any period of time during which a piece of equipment is inoperative or otherwise immobilized shall not be included in the hours billed for that equipment. Similarly, any other equipment rendered inoperative or immobile by the failure of another piece of equipment may not be billed as part of the aggregate time worked by the equipment. Once equipment is at the work location in operative condition, a minimum of four hours will be guaranteed for that piece of equipment.

The contractor shall maintain time records on forms agreed to by the Philadelphia Parking Authority. Parking Authority supervisors may require time records and supporting documentation as required. Invoices to the Philadelphia Parking Authority shall show Purchase Order Number and contain the following information:

a. number of pieces, kind and class of equipment used
b. dates and hours of work at each specified rate per hour
c. a copy of the PPA approved time record for each piece of equipment

The contractor shall be required to maintain a complete set of time records for personnel assigned to work under this contract. These records should include the names and addresses of all personnel.

The Contractor must list all subcontractors it intends to use under this contract. All requirements of the contractor also apply to the subcontractor including equipment standards, prevailing wage and benefit standards, insurance requirements, operator licensing, etc. Proof of insurance in the types and amounts required under this contract must be submitted for each subcontractor listed with the proposal. The proposing contractor must also supply an insurance binder covering any subcontractor listed in the proposal.

EMERGENCY SNOW REMOVAL SERVICES

PROPOSAL NO. 15-17
NAME OF PRIME PROPOSER..........................................................

THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET, SUITE 5400
PHILADELPHIA, PA 19106

REQUEST FOR PROPOSALS
EMERGENCY SNOW REMOVAL SERVICES
PARKING FACILITIES OPERATED AT PHILADELPHIA INTERNATIONAL AIRPORT

PROPOSAL NO. 15-17
PROPOSAL FORM

1. The undersigned, having familiarized ____self/​selves with the proposal documents to provide emergency snow removal services, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Specifications, and Addenda if any (hereinafter collectively referred to as the “Proposal Documents”), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, hereby proposes to provide emergency snow removal services as requested in this proposal.

2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority’s sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.

3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.

4. Attached hereto is a certified check or bid bond in the amount of $20,000 for the procurement of emergency snow removal services for this project.

5. Proposer acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EMERGENCY SNOW REMOVAL SERVICES

PROPOSAL NO. 15-17
6. Proposer agrees to provide furnish emergency snow removal services at the Airport Division in accordance with the Specifications for the prices stated below:

<table>
<thead>
<tr>
<th>All Plows Must Have Rubber Tips</th>
<th>*ALTERNATE HOURLY RATE #1</th>
<th>*ALTERNATE HOURLY RATE #2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td><strong>HOURLY RATE</strong></td>
<td><strong>APPLICABLE WHEN</strong></td>
</tr>
<tr>
<td>1. Supervisor w/pick-up, snow plow &amp; radio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Salt trucks 5 ton with salt spreader³</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Pick-up truck with salt spreader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Pick-up truck with snow plow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Pick-up truck with snow plow &amp; salt spreader.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Tri-axle dump truck (for removing snow)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Bobcat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Backhoe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. 4cy Rubber Tire Loader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. 6cy Rubber Tire Loader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. 8cy Rubber Tire Loader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Tri-axle with salt spreader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Tri-axle with 12 ft. snow plow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Tri-axle with salt spreader &amp; 12 ft. snow plow</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* If alternate hourly rates (either premium or discount) are proposed vendor shall indicate under what circumstances those rates will apply

³All salt shall be provided by the Authority.
7. Site Inspection Statement

The undersigned has visited the locations where the emergency snow removal services will be performed.

As a consequence of this inspection, the undersigned proposer is fully cognizant of the circumstances and conditions that may affect the completion of the work and the cost thereof.

The site inspection took place prior to the submission of the proposal.

__________________________
Signature

__________________________
Name
(Please Print)

__________________________
Title

__________________________
Date

__________________________
Company Name
8. **Specification Statement:** The undersigned vendor agrees to provide emergency snow removal services as specified in the Specifications and any Addenda if issued.

______________________________
Signature

______________________________
Name  
(Please Print)

______________________________
Title

______________________________
Date
9. Proposer Signatures:
If offer is by an individual or partnership, form must be dated and signed here:

<table>
<thead>
<tr>
<th>Signature of Owner of Partner</th>
<th>Business Name of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typed or Printed Name</td>
<td>Street Address</td>
</tr>
<tr>
<td>Title</td>
<td>City/State/ ZIP Code</td>
</tr>
<tr>
<td>Date</td>
<td>Telephone Number</td>
</tr>
</tbody>
</table>

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Business Name of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typed or Printed Name</td>
<td>Street Address</td>
</tr>
<tr>
<td>Title</td>
<td>City/State/ ZIP Code</td>
</tr>
<tr>
<td>Business Name of Bidder</td>
<td>Telephone Number</td>
</tr>
<tr>
<td>Date</td>
<td>SEAL:</td>
</tr>
</tbody>
</table>

**EMERGENCY SNOW REMOVAL SERVICES**

**PROPOSAL NO. 15-17**
NAME OF PRIME PROPOSER

10. Affidavit of Non-Collusion:

STATE OF ........................................................................................................................................

COUNTY OF ........................................................................................................................................

........................................................................................................................................, being first duly sworn, deposes and says:

...........................................................................................................................................That the bidder is a

........................................................................................................................................ (Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

________________________________________

Signature of Proposer, if proposer is an individual

________________________________________

Signature of Officer, if proposer is a corporation

Subscribed and sworn to
Before me this __________
Day of ____________ 2015.
My commission expires on
______________, 20___

EMERGENCY SNOW REMOVAL SERVICES

PROPOSAL NO. 15-17

PROPOSAL FORM PAGE 5
11. Proposer's Qualifications:

a. Type of business:
   Check one
   - Individually owned
   - Partnership
   - Corporation
   - Other

b. Number of employees:
   Check one
   - Under 25
   - Under 50
   - Under 100
   - Over 100

c. If you have had previous contracts with the Authority, list date and product or service provided:
   i. ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................

d. List three (3) recent contracts your firm has fulfilled involving the same type of product or service described in this proposal. Note the dollar amount of your firm's work under the contract. Identify references (contact person's name and telephone number) for all contracts listed.
   i. ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................

<table>
<thead>
<tr>
<th>Disadvantaged Business Information</th>
<th>Type of Work or Materials</th>
<th>Date Solicited</th>
<th>Commitment Made</th>
<th>Give reason(s) if no commitment made or no quote received:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBEC Certification No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Information</th>
<th>Type of Work or Materials</th>
<th>Date Solicited</th>
<th>Commitment Made</th>
<th>Give reason(s) if no commitment made or no quote received:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBEC Certification No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disadvantaged Business Information</th>
<th>Type of Work or Materials</th>
<th>Date Solicited</th>
<th>Commitment Made</th>
<th>Give reason(s) if no commitment made or no quote received:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBEC Certification No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EMERGENCY SNOW REMOVAL SERVICES**

**PROPOSAL NO. 15-17**
Proposal Decline Form: Request for Proposals – Emergency Snow Removal Services at PHL
Proposal No. 15-17

Note: If you did not submit an offer to the Authority for this solicitation, please return this form immediately. Thank you.

The undersigned vendor declines to submit an offer for this project².

Name: ____________________________________________

☐ Specifications too “tight” (explain below)
☐ Unable to meet time period for responding to this RFP
☐ We do not offer this product or service
☐ Our schedule would not permit us to perform
☐ Unable to meet specifications
☐ Unable to meet Bond/Insurance Requirements
☐ Specifications unclear (explain below)
☐ Unable to meet Insurance Requirements
☐ Unable to meet Contract Requirements (explain below)
☐ Other (specify below)

Comments:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

2 - Upon completion of this form, please email it to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

EMERGENCY SNOW REMOVAL SERVICES
EXHIBIT A
THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

RFP No. 15-17 Emergency Snow Removal Services at PHL

Prior to commencement of the contract and until completion of your work, the contractor shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception - professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
   a) Workers' Compensation Coverage: Statutory Requirements
   b) Employers Liability Limits not less than:

   | Bodily Injury by Accident:                        | $500,000 Each Accident |
   | Bodily Injury by Disease:                         | $500,000 Each Employee |
   | Bodily Injury by Disease:                         | $500,000 Policy Limit  |

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
   a) Occurrence Form with the following limits:
      (1) General Aggregate: $2,000,000
      (2) Products/Completed Operations Aggregate: $1,000,000
      (3) Each Occurrence: $1,000,000
      (4) Personal and Advertising Injury: $1,000,000
      (5) Fire Damage (any one fire): $50,000
      (6) Medical Expense (any one person): $10,000
   b) General Aggregate must apply on a Per Location Basis
   c) Owner must be named as additional insured as shown in requirement #9.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non owned coverage)
   a) Coverage to include:
      (1) All Owned, Hired and Non-Owned Vehicles
      (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
   b) Per Accident Combined Single Limit: $1,000,000
   c) Owner must be named as additional insured as shown in requirement #9.
THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of $5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.

5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of $1,000,000 per claim, $2,000,000 aggregate. Claims-made is acceptable.

6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of $3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.

7. Deductibles or Self Insured Retention’s: “if applicable”
   None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention’s in excess of $25,000. ______________ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

8. Financial Rating of Insurance Companies:
   a) A.M. Best Rating: A- (Excellent) or Higher
   b) A.M. Best Financial Size Category: Class VII or Higher

9. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. ______________’s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

10. It is agreed that ______________ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
    a) ______________ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of

EMERGENCY SNOW REMOVAL SERVICES
PROPOSAL NO. 15-17

INSURANCE REQUIREMENTS PAGE 2
THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

the insurance maintained by ____________ pursuant to this Contract.
b) ____________ and its respective insurance carriers hereby waive all rights
of subrogation against The Philadelphia Parking Authority and all additional insureds for
loss or damage covered by any of the insurance maintained by
___________ Pursuant to this contract.
c) If any of the policies of insurance required under this Contract require an
endorsement to provide for the waiver of subrogation set forth in b, above, then
the named insured’s of such policies will cause them to be endorsed.

12. The amount of insurance provided in the aforementioned insurance coverages, shall not be
construed to be a limitation of the liability on the part of the ____________

None of the requirements contained herein as to the types, limits, or Philadelphia Parking
Authority’s approval of insurance coverage to be maintained by ____________ are intended to
and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by
___________ under the Contract Documents, any other agreement with ____________, or
otherwise provided by law.

13. Any type of insurance or any increase in limits of liability not described above which the
Authority requires for its own protection or on account of statute shall be its own responsibility
and at its own expense.

14. The carrying of insurance shall in no way be interpreted as relieving ____________ of any
responsibility or liability under the contract.

15. Prior to the commencement of work or use of premises, ____________ shall file Certificates
of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia
Parking Authority’s approval of adequacy of protection and the satisfactory character of the
insurer. The Certificates of Insurance should be mailed within five days of receipt of these
insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400,
Philadelphia, PA 19106, regardless of when your work will start. Project description and Job
Number must be shown on the Certificate of Insurance.

In the event of a failure of ____________ to furnish and maintain said insurance and to
furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but
not the obligation) to take out and maintain the same for all parties on behalf of ____________
who agrees to furnish all necessary information thereof and to pay the cost thereof to The
Philadelphia Parking Authority immediately upon presentation of an invoice.

16. Failure of ____________ to obtain and maintain the required insurance shall constitute a breach
of contract and ____________ will be liable to the Philadelphia Parking Authority for any and
all cost, liabilities, damages, and penalties (including attorney’s fees, court, and settlement
THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

17. expenses) resulting from such breach, unless the Philadelphia Parking Authority provides

__________ with a written waiver of the specific insurance requirement.

18. None of the requirements contained herein as to the types, limits, or PPA’s
approval of insurance coverage to be maintained by __________ are intended to
and shall not in any manner, limit, qualify, or quantify the liabilities and
obligations assumed by __________ under the Contract Documents, any other
agreement with the PPA, or otherwise provided by law.

19. __________ shall require all subcontractors (of every tier) to meet the same
insurance criteria as required of __________. The subcontractor’s insurance must
name the PPA as additional insured. __________ shall maintain each
subcontract’s certificate of insurance on file and provide such information to the
PPA for review upon request.

20. Failure of __________ to provide insurance as herein required or failure of PPA
to require evidence of insurance or to notify __________ of any breach by
__________ of the requirements of this Section shall not be deemed to be a
waiver of any of the terms of the Contract Documents, nor shall they be
deemed to be a waiver of the obligation of __________ to defend, indemnify, and
hold harmless the indemnified parties as required herein. The obligation to
procure and maintain any insurance required is a separate responsibility of
__________ and independent of the duty to furnish a copy or certificate of such
insurance policies.

21. __________ agrees to indemnify, hold harmless and defend The Philadelphia Parking
Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents,
employees, representatives, officers and directors (the “Indemnified Parties” individually and
collectively) from and against any and all liability for loss, damage or expense for which the
Indemnified Parties may be held liable by reason of injury (including death) to any person
(including __________ employees/volunteers) or damage to any property of whatsoever kind
or nature arising out of or in any manner connected with the activities of __________
whether or not due in whole or in part to any act, omission, or negligence of the Indemnified
Parties or any of their agents, employees, representatives, officers, directors, stockholders,
Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or
unknown to The Philadelphia Parking Authority or __________. It is expressly understood
and agreed that the indemnity contained in this paragraph covers claims by __________
employees / volunteers. It is further expressly agreed __________ assumes the fullest extent
of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority
is obligated to indemnify and defend in The Philadelphia Parking Authority’s contract with others
(whether or not such obligations may extend beyond those addressed in this Agreement.)
EXHIBIT B
AGREEMENT FOR SNOW REMOVAL SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND

PPA Contract No. K-15-00_

THIS AGREEMENT effective as of this ___ day of _____, 2015, by and between The Philadelphia Parking Authority, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19104 (the "Authority") and __________________, a __________________, with its principal place of business at ______________________

("Company").

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic organized and existing under Act of 2001, June 19, P.L. 287, No. 22, as amended; and

WHEREAS, the Authority, in the public interest, desires to obtain efficient and cost-effective emergency snow removal services for its property located at the Philadelphia International Airport; and

WHEREAS, in order to procure such snow removal services, the Authority issued a Request for Proposals "Emergency Snow Removal Services Parking Facilities Operated At Philadelphia International Airport" Proposal No. 15-17 ("RFP") on _______ attached hereto as Exhibit "A"; and

WHEREAS, Company submitted a conforming Proposal to the RFP ("Proposal"), attached hereto as Exhibit "B", on ____________ and is in the business of providing snow removal services such as that desired by the Authority; and

WHEREAS, Company has proposed that it will provide the emergency snow removal services hereinafter described; and

WHEREAS, after due consideration and deliberation within the Authority, Company was selected to provide the snow removal services upon the successful negotiation of this Agreement and assent of the Authority’s Board; and

WHEREAS, the Authority desires to engage Company for such purposes.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:
1. **SCOPE OF SERVICES:**

   The Authority hereby engages and Company hereby agrees to provide the following snow removal services ("Services"):

   A. To furnish equipment and labor, as required, for the removal of snow from parking facilities located at the Philadelphia International Airport (the "Airport"). Company shall be on site and ready to provide requested services within two (2) hours of receiving a Notice to Proceed Order from the Director of Airport Parking Operations or his/her designee;

   B. To maintain accurate time records, in a form approved by the Authority, detailing equipment and personnel used in the snow removal process, including, but not limited to the following provisions:

       1. Upon arrival and departure from the Airport, certify by signature of the designated Authority representative, each piece of equipment utilized in the snow removal process;

       2. Certify by signature of the designated Authority representative that all salt trucks delivered to the Airport are full at time of delivery and are accompanied by an official certification of weight.

   C. To adhere to all of the terms of the Authority’s RFP, a true and correct copy of which is attached hereto as Exhibit “A”, Company’s Proposal, a true and correct copy of which is attached hereto as Exhibit “B” and all terms and conditions of this Agreement;

   D. To coordinate the provision of all emergency snow removal services with Frank Ragozzino, Director of Airport Parking Operations for the Authority, who may be reached at 215.683.9385 or by e-mail at FRagozzino@philapark.org, or if he is unavailable, with the Executive Director of the Authority or one of his Deputies. However, the parties agree that only the Authority’s Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

2. **TERM**

   The Term of this Agreement shall commence on the date first written above and shall terminate automatically without notice three (3) years from said date. The Authority, at its sole discretion, shall have the right to terminate this Agreement upon thirty (30) days written notice to Company.

3. **CONSIDERATION AND PAYMENT**

   A. The Authority agrees to pay and Company agrees to accept a fee based on the specifications and hourly rates as set forth in Company’s Proposal attached hereto as Exhibit "B".

Page 2 of 10
B. Company shall invoice the Authority monthly on the basis of Services performed by Company, time expended and type of equipment used.

1. Company shall not include in its invoice any hours during which a piece of equipment is inoperative or otherwise immobilized or rendered such by a related piece of equipment. A minimum of four (4) hours will be guaranteed for each piece of equipment upon arrival at the Airport in operative condition.

2. Company shall not include in its invoice any time in which an employee engages in a break, including time utilized for lunch, nor any time for supervisory employees not approved by the Authority in advance.

3. All invoices shall be in form and substance acceptable to the Authority and shall list the Purchase Order Number and include the following:

   a. Number of pieces, kind and class of equipment used;
   b. Dates and hours of work at each specified hourly rate;
   c. A copy of the Authority approved time record for each piece of equipment;

4. Company shall maintain a complete set of time records, including name and address, for all personnel assigned to work under this Agreement.

C. Company may bill the Authority for a maximum of thirty (30) minutes’ travel time, for equipment only, from Company location to the Airport. Company shall not bill the Authority for any other costs, including travel time from the Airport and travel time for equipment or personnel replacing broken or defective equipment on the job.

D. Company shall submit all invoices to:

The Philadelphia Parking Authority
Philadelphia International Airport
Main Toll Plaza
Philadelphia, PA 19153
Attn: Frank Ragozzino
   Director of Airport Parking Operations
   Telephone Number: 215-683-9835

4. NO SOLICITATION/CONFLICTS OF INTEREST

A. Company does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee,
officer or Company.

B. To the best of the Company’s knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Company. If such transaction comes to the knowledge of the Company at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Company hereby acknowledges receipt and acceptance of the Authority’s Conflict of Interest Policy.

5. CANCELLATION

The Authority may, by written notice to Company, cancel this agreement, or any part of it, without affecting other parts, upon the occurrence of any of the following events ("Events of Default"): 

A. Company fails fully to perform any of its obligations under the Terms and Conditions, including without limitation, the timeliness of Services performed or conformity with any express or implied warranty hereunder;

B. The commencement of an involuntary case or the filing of a petition against Company (i) seeking reorganization, arrangement, adjustment or composition of or in respect of Company under the Federal Bankruptcy Code as now or hereafter constituted, or under any other applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, (ii) seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Company for any part of its property, or (iii) seeking the winding up or liquidation of its affairs, and such involuntary case or petition is not dismissed within thirty calendar days after the filing thereof;

C. The commencement by Company of a voluntary case or the institution by Company of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, under the Federal Bankruptcy Code as now or hereafter constituted, or any other applicable Federal or state bankruptcy or insolvency or other similar law;

D. The consent by Company to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official of Company for any substantial part of its property;

E. The making by Company of any assignment for the benefits of creditors;

F. The admission by Company in writing of its inability to pay its debts generally as they become due or the failure of Company to generally pay its debts as such become due;
G. The talking of any corporate action by Company or its shareholder or Board of Directors or any committee thereof in furtherance of any of the foregoing; or

H. The Authority in its reasonable opinion believes that Company's ability to perform the Services is in danger or impaired.

In the event of such cancellation, the Authority shall have the rights and remedies set forth in Paragraph 6, above, and the Authority's sole liability to Company shall be for conforming goods completed and delivered to the Authority in accordance with the Purchase Order. Whenever the Authority has the right to demand of Company adequate assurance of due performance, the Authority shall be the sole judge of the adequacy of assurance given by Company.

6. TERMINATION FOR CONVENIENCE OF AUTHORITY

The Authority and Company agree that this Agreement may be terminated by the Authority with or without cause upon thirty (30) days' notice in writing by the Authority to Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Company shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to the Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

7. GENERAL TERMS AND CONDITIONS

A. Confidential Matters.

Company agrees that it will treat as confidential any information or document from the files of the Authority which may come into their possession in pursuit of its duties under this Agreement.

B. Maintenance of Records.

Company shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Company shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.
C. Assignment.

This Agreement may not be transferred or assigned by Company without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority.

D. Non-Discrimination.

Company agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state, and local laws.

E. Notices.

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:
The Philadelphia Parking Authority
701 Market Street
Suite 5400
Philadelphia, PA 19106
Attn: Dennis G. Weldon, Jr.
General Counsel

Company:

Attn: __________________________

All notices shall be deemed given on the day after the notice was given to the courier or postal service.

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by registered or certified mail; and if sent by nationally recognized overnight delivery service, on the date of delivery by such delivery service.

F. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law considerations. Exclusive venue for all claims arising from or relating to this Agreement shall be in the state or federal courts located in Philadelphia County, Pennsylvania; at the Authority's option, disputes shall be resolved in the Philadelphia Court of Common Pleas Commerce Court.
G. Jurisdiction.

Each party agrees (1) to submit to personal and exclusive jurisdiction, and (2) that venue is proper, in the Federal courts of the Eastern District of Pennsylvania and the Philadelphia Court of Common Pleas in connection with any dispute arising under or relating to this Agreement.

H. Trade Names, Trademarks and Trade Dress.

(a) Company agrees to comply with all the Authority instructions regarding the trade dress, packaging, trade names, trademarks, service marks or other indicia of source which shall appear or items to be delivered under this Agreement. Company further agrees that, after delivery of said item(s) to the Authority or a designated the Authority vendor, the Authority may modify the trade dress or packaging thereof, and/or replace, modify, or supplement any indicia of origin appearing thereon, to identify the Authority as the source of said item(s).

(b) Company shall not use any mark or trade name of the Authority or refer to the Authority in connection with any product, equipment, promotion, or publication without the prior written approval of the Authority.

I. Public Release of Information; Identification.

Company shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Company, its sub-companies or employees or consultants of either. Company agrees to give the Authority reasonable advance time for review of any material submitted to the Authority for approval. Company shall not affix or display its logo, name or otherwise advertise its identity on any part of the System without the prior written approval of the Authority.

J. Exhibits.

All Exhibits to this Agreement, the RFP, and Company’s Proposal are hereby incorporated by reference into, and made a part of, this Agreement.

K. Interpretation.

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

L. Captions.

The Captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of
M. General Indemnity.

Company, for itself, its successors, assigns, agents, and sub-Companies hereby agrees to indemnify, defend, hold harmless and defend The Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the “Indemnified Parties”) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney’s fees and expenses) for which the Indemnified Parties may be held liable by any reason of injury (including death or workers’ compensation) to any person (including Company’s employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, sub-Companies, third parties, or parent, subsidiary, and affiliated companies, whether known or unknown to the Indemnified Parties or Company. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Company’s employees. It is further expressly agreed that Company assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

N. Order of Precedence.

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP and (3) all other Exhibits. It is the Company’s responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Company prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Company’s own risk and expense.

O. Entire Agreement.

This Agreement contains the entire agreement of the parities with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer or agent of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties. In the event that any provision(s) of this Agreement conflict with any provision(s) of any Purchase
Orders the provision(s) of the Agreement shall in all events control.

P. Separation.

If any provision hereof or the application of any provision to any person or circumstances is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

Q. Background.

It is the intent of the parties to incorporate into the main body of the Agreement the language set forth above under Background.

R. Risk of Loss.

In the event any portion of this Agreement requires the delivery of goods to the Authority, the risk of loss for such goods shall not pass to the Authority until received and accepted by the designated Authority representative.

S. Specific Proposals.

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Company may bring to the Authority’s attention during the term of this Agreement.

T. Applicable Law and Venue.

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

U. Right to Enter Agreement.

Company represents and warrants that it has the right to enter into this Agreement, to perform all of its obligations hereunder and grant the rights granted herein.

V. Taxes.

Company hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Company also certifies that its Philadelphia Business Privilege Tax ID. No. is: _____________, and has attached a true, current, and correct copy of its Philadelphia Business Privilege License hereto.
W. Waiver.

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. § 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

By:

Vincent J. Fenerty, Jr.
Executive Director

APPROVED AS TO FORM
By:

General Counsel's Office

Company

By:

Print Name:
Print Title:

Witness:

Print Name:
Print Title: