



Public Bid Package

Bid No. 16-06

**Provide and Install Bird Control Netting
At
Philadelphia International Airport**

Issue Date: February 2, 2016

The Philadelphia Parking Authority is soliciting bids from qualified general contractors to furnish all necessary equipment, materials and labor to install anti bird netting to the underside of the toll plaza canopy at the Philadelphia International Airport.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on Tuesday, February 16, 2016

Delivery Instructions:

Bids may be Mailed or Hand Delivered
All copies of the bids must be submitted to: Mary Wheeler Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106 Email: mwheeler@philapark.org
Fax responses will NOT be accepted

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

**BID No. 16-06 - PROVIDE AND INSTALL BIRD CONTROL NETTING
PHILADELPHIA INTERNATIONAL AIRPORT**

INSTRUCTIONS TO BIDDERS

SUMMARY

When: Bids must be submitted by 2:00 PM, Tuesday, February 16, 2016.

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

How: Bids must be sealed and delivered via certified mail (to include USPS, FedEx or UPS), return receipt requested or by hand-delivery. Whether mailed or hand-delivered, all envelopes must be boldly and clearly marked (*not* typewritten) "Provide and Install Bird Control Netting, Bid No. 16-06". All bids must be presented with one (1) original and six (6) copies, individually numbered and an electronic version in one PDF.

Pre-Bid Meeting: A mandatory Pre-Bid Meeting will be held in the offices of the Authority, located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153 on Friday, February 5, 2016 at 11:00 AM. **Call in number:** 1.877.820.7831 **Passcode:** 616726. You must either be present at the meeting or in attendance on the conference to be eligible to bid this project.

Note: In the event of inclement weather, please call Mary Wheeler, 267-398-4558 the morning of the meeting to confirm that it has not been delayed or rescheduled.

1. Introduction:

This Bid is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority operates the Main Toll Plaza on a 24 hour, 7 days a week, 365 days a year basis. The canopy of the toll plaza is infested with nuisance birds which have created an unsanitary, unsightly and corrosive condition at the plaza. The Authority is soliciting bids from qualified general contractors to furnish all necessary equipment, materials, and labor to install anti bird netting to the underside of the toll plaza canopy 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.

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2. Procurement Questions:

Prospective Bidders are encouraged to submit questions concerning the bid in writing no later than 2:00 PM Thursday, February 11, 2016. Questions concerning this bid are to be submitted in writing via email to Mary Wheeler at mwheeler@philapark.org with "Bid No. 16-06 - Provide and Install Bird Control Netting" listed in the subject line. Only questions submitted in writing will be considered. The Authority will in turn answer all questions in writing to all eligible bidders. Any furnished answers will not be official until they have been verified, in writing, by the Authority to all prospective bidders. 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 Bid 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.

3. Bid Conditions:

Sealed bids must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Tuesday, February 16, 2016. Each bidder 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 bidders, unless a written request to withdraw is received prior to the opening of bids. Bids will be opened publically, read aloud and recorded promptly at 2:00 PM on February 16, 2016.

4. Signatures Required:

The bids *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 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.

5. Bid Format:

All bids 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 bid. Bids 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 will be provided to all prospective Bidders upon request. Forms that are altered by the Bidder may be grounds for rejection of the Bidder's offer.

The tab requirements are as follows:

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

6. Bid Qualifications:

Bidders must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Bidders 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, Bidders must submit, as part of this bid, information stipulated in the Bid Qualification Form (Bid Form, Section 12) attached hereto and proof of ability to furnish the items as outlined in the Specifications.

All prices set forth in bids received by the Authority shall remain firm and Bidders shall not be allowed to change or alter the prices set forth in their bids for the duration of the contract period. If the Authority selects the contractors' bid, the non-conflicting contents of the selected bid will become contractual obligations upon execution of the contract.

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

7. Proposing Equivalent Products:

If and whenever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the Authority does not wish to rule out other competition and equal brands or makes, the phrase "or owner approved equal" is added. However, if a product other than that specified is proposed, it is the bidder's responsibility to identify such a product before 2:00 PM Thursday, February 11, 2016. All bidders, who intend to use material(s) other than specified material(s), must secure preapproval of the material(s) from the Philadelphia Parking Authority, prior to submitting their bid. Every request for such preapprovals shall be made in writing and e-mailed to Mary Wheeler, Manager of Contract Administration at The Philadelphia Parking Authority, mwheeler@philapark.org prior to the February 11, 2016 deadline. Any approval or rejection of material(s) other than specified material(s) will be made only by Addendum to all prospective bidders.

8. Executed Contract Required:

Notwithstanding completed review and submission of all Bids documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Bidder, including any notice of "contract award" from the Authority, the Authority will not be legally bound to any contract to provide and install bird control netting or be subject to any other liability whatsoever on any legal theory concerning the provision of providing and installing bird control netting 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 Bidder.

9. Rejection or Acceptance of Bids:

An Evaluation Committee comprised of Authority personnel will review all bids and select the most responsible bidder(s). The Authority will award the contract to the most responsive, responsible bidder. In qualifying a bidder as responsible, the Authority will consider the bidder's ability to meet the

requirements, terms and conditions of the contract. Bidders will be evaluated on factors including, but not limited: to, the bidder's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, compliance with equal employment requirements and it's 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 bids; to re-advertise for bids if desired, and to accept the bid which, in the 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 bid. In the event of default by a successful bidder, or the Bidders' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-bid the Contract or to accept the bid of the next most responsible bidder at the Authority's sole option.

At any time up to the hour and date set for opening of bids, a bidder may withdraw its bid. 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 bid by such bidder prior to the hour and date set for the opening of bids. After scheduled time for opening of bids, no bidder will be permitted to withdraw their bid, and each bidder hereby agrees that their bid shall remain firm for the contract period. A bid made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the bid is inconsistent with the best interest of the Authority.

10. Unacceptable Bids:

No bid 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.

11. Clarification of Instructions:

Should the prospective bidder find a discrepancy in or an omission from the Specifications or Instructions, or should she or he be in doubt as to the meaning of any term contained therein, the bidder shall notify Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org, who will clarify any discrepancies by sending written instructions to all Bidders.

12. Restriction of Contact:

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

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13. Notification of Bidder Selection:

The Authority shall study and evaluate all bids which are received in accordance with the instructions set forth in the bid package and may select a bidder or multiple Bidders and notify all other Bidders of the selection within sixty (60) days after the date the bids are opened. Such notice shall be in writing and mailed by certified letter to the address furnished by each respective bidder. The selected bidder(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 bidder for any service or work performed or expenses incurred before the Effective Date of the Contract.

14. Financial Statement:

The 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 bidder.

15. 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.

The authority requires that each bidder submit as part of its bid either a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation". Copies of both forms are included in the Bid Form. Failure to submit a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation" may result in the rejection of the bid.

Prime Contractor:	M-DBE 10%-15%
	W-DBE 5%-10%
	DS-DBE 2%-5%

16. 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 bidder of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The contractor must include in **Tab G** of bid, a description of all warranty provisions and preventive maintenance operations proposed for this bid.

17. Contract Period:

Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice upon completion of the installation of the bird control netting pursuant to this Agreement, unless terminated earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon ten (10) days written notice.

18. Executive Summary:

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

19. 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 Bidders in the instant process are advised to review such disclosure issues.

20. Business Licenses:

The selected bidder must apply for and obtain, prior to execution of the Final Contract document and at the Bidder's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this bid.

21. Evaluation of the Bid:

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all bids submitted. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability to 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.

22. Submitting Samples:

Not applicable to this solicitation.

23. Standard Practices:

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

24. Statement of No Bid:

All Prospective Bidders that do not intend to submit a bid are asked to complete the Bid Decline Form enclosed in the bid documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

25. Shipping and Delivery:

The vendor will be responsible for all shipping and delivery costs of the specified items required to support their bid.

26. Bid Security

Each bid shall be accompanied by a bid bond, certified check or cashier's check acceptable to the Philadelphia Parking Authority, in an amount equal to at least ten percent (10%) of the amount of the respective bid, payable without condition to the Philadelphia Parking Authority as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bid and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work.

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27. Prevailing Wages and Benefits:

Current prevailing wages and benefits for the industry and trade will be paid at all times for the duration of this project. Upon an award, the Prime contractor is required to obtain current prevailing wage rate determinations applicable to this project from the PA Department of Labor and Industry at http://www.portal.state.pa.us/portal/server.pt/community/prevailing_wages/10519.

28. Site Inspection:

In addition to thoroughly examining and familiarizing themselves with the drawing, specifications and all other contract documents, bidders must visit the site prior to submitting their bid, to ascertain existing conditions relating to construction and labor and to ensure that their bid is all-inclusive. Prospective Bidders will be taken to the site during the mandatory pre-bid meeting.

- **Date:** Friday, February 5, 2016
- **Time:** 11:00 AM
- **Location:** PPA Airport Operations Administration Building
1 Main Toll Plaza, Philadelphia International Airport
Philadelphia, PA 19153.

- **Directions:** Exit I-95 for "Airport Arrivals". Bear left for "Rental Cars/Garages/Marriott". Continue past parking garages and rental car lots. Administration Building is on the right, just past the toll plaza. Park in the Administration Building lot.

Note: In the event of inclement weather, please call 267-398-4558 the morning of the walk-through to confirm that the meeting has not been delayed or rescheduled.

29. Insurance Requirements:

The successful bidder will be required to submit Insurance Coverage as outlined in *Exhibit A* of this document. The bidder 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 bids in **Tab E**.

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

**BID No. 16-06 – PROVIDE AND INSTALL BIRD CONTROL NETTING
PHILADELPHIA INTERNATIONAL AIRPORT**

SPECIFICATIONS

Background

The PPA operates the Main Toll Plaza on a 24 hour, 7 days a week, 365 days a year basis. The canopy of the toll plaza is infested with nuisance birds which have created an unsanitary, unsightly, and corrosive condition at the plaza.

Scope of Work

1. Bird Control Netting System

- Provide all labor, materials, and supervision to install manufacturer recommended heavy duty bird control netting to building structure. The netting shall be as manufactured by Bird-B-Gone Inc., or an owner approved equal product. The installed netting shall stop all pests from roosting under the plaza.
- Contractor shall first remove all existing fecal matter, nesting materials, etc. from all areas on the underside of the ceiling of the toll plaza canopy as thoroughly possible via power washing and hand scrubbing. Installation of the netting system shall follow the cleaning process immediately, without delay.
- The attached drawing of the roof framing plan is provided for information only. Contractor shall be responsible for visiting the site prior to fabrication, in order to assess the existing conditions and to take all necessary measurements of the toll plaza canopy structure.
- Contractor shall only use materials and hardware which constitute a system as manufactured by Bird-B-Gone, or owner approved equal product.
- Contractor shall install stainless steel cable to the perimeter of the underside of the roof using stainless steel hardware. Contractor shall use a perimeter clip fastening system which will allow owner to detach and reattach netting as needed.
- Contractor shall attach $\frac{3}{4}$ " Bird Net 2000 heavy duty black mesh netting as recommended by manufacturer, Bird-B-Gone Inc. Bird netting shall be installed tightly and securely making it visually hard to see. Contractor shall install U-shaped access zippers at existing lights and power boxes, so that they can be maintained without removing the entire netting system.

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**SPECIFICATIONS
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2. Maintenance and Protection of Traffic

- Contractor will be responsible to submit a proposed maintenance and protection of traffic plan, and to perform maintenance and protection of traffic in active work areas in accordance with the approved plan. PPA staff will cooperate as needed.
- No more than seven (7) toll plaza lanes can be taken out of service at any given time.
- Heavy toll plaza traffic may result in the need to stop the work and reopen the closed lanes to traffic. Typically this would occur on a Thursday and/or Friday after 3:00 PM.
- Workers must wear high visibility safety vests at all times.

Submittals:

Contractor shall supply all information on product details from the manufacturer including specifications, catalogs, installation and maintenance instructions, and any other descriptive material.

Contractor shall provide a warranty on all material and the installation of the Bird-B-Gone Inc. bird net 2000 system.

Contractor shall provide a written statement form Bird-B-Gone Inc., attesting that the contractor is a certified installer of their products.

Schedule:

The contractor will be required to attend a pre-construction meeting, and shall schedule all work well in advance with the PPA Director of Airport Operations, so that the operations of the plaza are inconvenienced as little as possible.

Trades:

Contractor shall identify what trade will perform the work, and list any union affiliations with their bid.

Pricing:

Lump Sum.

NAME OF PRIME BIDDER.....

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

**BID No. 16-06 - PROVIDE AND INSTALL BIRD CONTROL NETTING
PHILADELPHIA INTERNATIONAL AIRPORT**

BID FORM

1. The undersigned, having familiarized ___self/selves with the bid documents to provide and install bird control netting, including the Notice to Bidders, Instructions to Bidders, Bid Form, Affidavit of Non-Collusion, Specifications, and Addenda if any (hereinafter collectively referred to as the "Bid Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, hereby agrees to provide and install bird control netting as requested in this bid.
2. In submitting this bid, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of bids or to reject any and all bids after bids 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 bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid 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 bid or any other bid or the submitting of a bid for the contract for which this bid is submitted.
4. Attached hereto is a cashier's check, certified check or bid bond in the amount of ten percent (10%) of the total bid for this project.
5. Bidder acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

PROVIDE AND INSTALL BIRD CONTROL NETTING

BID No. 16-06

**BID FORM
PAGE 1**

NAME OF PRIME BIDDER.....

6. Bidder agrees to provide and install bird control netting in accordance with the Specifications for the prices stated below:

DESCRIPTION	TOTAL COST
Provide and Install Bird Control Netting System	\$
Maintenance and Protection of Traffic	\$

7. **Contract Period:** Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice upon completion of bird control netting installation pursuant to this Agreement, unless terminated earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon ten (10) days written notice.

NAME OF PRIME BIDDER.....

8. Site Inspection Statement: The Undersigned has visited the work site involved with the bird control netting at the Philadelphia International Airport as required in the instructions to Bidders. As a consequence of this inspection, the undersigned Contractor is fully cognizant of the circumstances and conditions that may affect the prosecution and completion of the work and the cost thereof. The Undersigned also acknowledges that the site inspection took place prior to the submission of the bid.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME BIDDER.....

9. **Specification Statement:** The undersigned vendor agrees to provide and install bird control netting as specified in the Specifications and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME BIDDER.....

10. Bidder Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

Signature of Owner of Partner

Business Name of Bidder

Typed or Printed Name

Street Address

Title

City/State/ ZIP Code

Date

Telephone Number

If bid 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 bid.

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Business Name of Bidder

Street Address

SEAL:

City/State/ZIP Code

Telephone Number

Date

NAME OF PRIME BIDDER.....

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

Signature of Bidder, if bidder is an individual

Signature of Officer, if bidder is a corporation

Subscribed and sworn to
Before me this _____
Day of _____ 2016.
My commission expires on
_____, 20____

PROVIDE AND INSTALL BIRD CONTROL NETTING

NAME OF PRIME BIDDER.....

12. Bidder's Qualifications:

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

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

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

i.
.....
.....

ii.
.....
.....

d. List three (3) recent contracts your firm has fulfilled involving the same type of product or service described in this bid. 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.
.....
.....

ii.
.....
.....

iii.
.....

NAME OF PRIME BIDDER.....

INTENTIONALLY
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PROVIDE AND INSTALL BIRD CONTROL NETTING

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**BID FORM
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DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES	THE PHILADELPHIA PARKING AUTHORITY MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM	Page ___ of
Bid Number 16-06		No. of Copies Submitted
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> B-DBE <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. <i>Photocopy this form as necessary.</i>		
Disadvantaged Business Information	Date Solicited	Commitment Made
Company Name	Phone	Yes (Date)
Address	Mail	No
Contact Name	Quote Received	
Telephone No.	Yes	Amt Committed to
Fax No.	No	\$
MBEC Certification No.		% percentage of total
Give reason(s) if no commitment made or no quote received:		
Business Information	Date Solicited	Commitment Made
Company Name	Phone	Yes (Date)
Address	Mail	No
Contact Name	Quote Received	
Telephone No.	Yes	Amt Committed to
Fax No.	No	\$
MBEC Certification No.		% percentage of total
Give reason(s) if no commitment made or no quote received:		
Disadvantaged Business Information	Date Solicited	Commitment Made
Company Name	Phone	Yes (Date)
Address	Mail	No
Contact Name	Quote Received	
Telephone No.	Yes	Amt Committed to
Fax No.	No	\$
MBEC Certification No.		% percentage of total
Give reason(s) if no commitment made or no quote received:		

PROVIDE AND INSTALL BIRD CONTROL NETTING



Bid Decline Form: Provide and Install Bird Control Netting

Bid No. 16-06

Note: If you did not submit an offer to the Authority for this solicitation, please email this form immediately to the attention of Mary Wheeler, mwheeler@philapark.org **Thank you.**

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

Company 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:

Exhibit A

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
Bid No. 16-06 PROVIDE AND INSTALL BIRD CONTROL NETTING AT
PHILADELPHIA INTERNATIONAL AIRPORT

Prior to commencement of the contract and until completion of your work, _____ 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

**PROVIDE AND INSTALL BIRD CONTROL NETTING
REGULATION SIGNS AND DECALS 2015**

BID No. 16-0603

INSURANCE REQUIREMENTS

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- (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.
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,

PROVIDE AND INSTALL BIRD CONTROL NETTING

BID NO. 16-06

INSURANCE REQUIREMENTS

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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 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. Division of Aviation Permit Number and Permit Title are also to be included in the Insurance Certification description.

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

PROVIDE AND INSTALL BIRD CONTROL NETTING

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_____ 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 expenses) resulting from such breach, unless the Philadelphia Parking Authority provides _____ with a written waiver of the specific insurance requirement.
17. 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.
18. _____ 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.
19. 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.
20. _____ 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

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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.)

PROVIDE AND INSTALL BIRD CONTROL NETTING

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INSURANCE REQUIREMENTS

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Exhibit B

**AGREEMENT
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

PPA Contract No. _____

THIS AGREEMENT effective as of this ___ day of _____, 2016, 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 19106 (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 operates the Main Toll Plaza at the Philadelphia International Airport ("Plaza"); and

WHEREAS, in an effort to maintain and insure the quality appearance of the Plaza, the Authority desires to procure the installation of a bird control netting system to control the bird population in the canopy of the Plaza ("System"); and

WHEREAS, in order to procure such System, the Authority issued a Initiation for Bids "IFB No. 16-06 Provide and Install Bird Control Netting" ("IFB") on _____ attached hereto as Exhibit "A"; and

WHEREAS, Company submitted a conforming Bid to the IFB ("Bid"), attached hereto as Exhibit "B", on _____ and is in the business of providing and installing the System desired by the Authority; and

WHEREAS, Company has proposed that it will provide the System in the manner desired by the Authority; and

WHEREAS, after due consideration and deliberation within the Authority, Company was selected to provide the System 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 services:

A. Provide and install the System in accordance with the provisions and specifications of the IFB.

B. To adhere to all of the terms and conditions of this Agreement; and

C. To coordinate delivery and installation with the Authority representative listed below, or if he is unavailable, with the Executive Director of the Authority or one of his Deputies.

**Chris Perks
Engineering and Design
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
Business Phone: (215) 683-9951**

2. TERM

The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice upon successful installation and acceptance of the System by the Authority and full payment to Company, unless terminated earlier as hereinafter provided. The Term of this Agreement may be extended by written mutual Addendum to this Agreement. The warranties as described in Section 7 herein shall survive termination of this Agreement.

3. CONSIDERATION AND PAYMENT

A. The Authority agrees to pay and Company agrees to accept, as payment in full, a total purchase price for the System ("Bid Price").

B. The Bid Price set forth shall include all installation, shipping, storage and delivery costs associated with the fulfillment of the terms of this Agreement, as well as any tax, imposition, charge, duty or levy ("Tax") which may be imposed under any present or future law on the sale of the merchandise covered by this Agreement.

C. Company shall invoice the Authority upon successful installation of the System using a contract number supplied by the Authority. Company shall mail the invoice with applicable contract number to the Authority at:

Chris Perks
Engineering and Design
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
Business Phone: (215) 683-9951

The Authority will not be responsible for the payment of any invoice not delivered, mailed or submitted to the above address.

4. TERMS OF DELIVERY AND INSTALLATION

A. The System shall be delivered and installed pursuant to the terms detailed in the Bid. ("Scheduled Delivery and Installation Date") Failure by Company to deliver and install the System covered by this Agreement and pursuant to the terms of the Bid shall, at the Authority's sole discretion, constitute a breach of this Agreement and shall release the Authority from any and all liabilities or obligations hereunder.

B. Upon installation of the System, the System shall be inspected by the Authority to assure adherence to the specifications detailed in the Bid. In the event that the System fails to meet any of the specifications, the System may be returned to Company with Company's obligation to take adequate remedial action as to the System within two (2) calendar days of rejection by the Authority. Company's failure to take adequate remedial action shall be deemed, at the Authority's sole discretion, a breach of this Agreement by Company and shall release the Authority from any and all liabilities or obligations associated with this Agreement.

C. The Authority shall have thirty (30) business days from the date of installation of the System to reject the System.

5. LIQUIDATED DAMAGES

A. Upon the occurrence of an event, default or breach by Company, including the initial failure to meet the Scheduled Delivery and Installation Date as outlined in Section 4 of this Agreement, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount of ten percent (10%) of the Bid Price of the System. Thereafter, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in that amount for every thirty (30) days that the System Scheduled Delivery and Installation Date. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing dollar amount is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

B. Company shall not be responsible for delay, non-delivery or default if occasioned by strikes, war, or riot, or any delay due to demands or embargoes of The United States

Government, or any other government, or non-delivery or delays resulting directly or indirectly from an act of God including, but not limited to, fires, floods, or droughts, or delay as a result of insurrections, lockouts, or stoppage of labor or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage of manufacture or transit of the System beyond the Company's control.

6. RIGHTS AND REMEDIES

If an event or default occurs, the Authority shall, at its sole discretion, in addition to the right of cancellation and liquidated damages, be entitled to all remedies for a breach of contract set forth in the UCC and all other remedies available at law or in equity. Additionally, the Authority may, at its option:

- A. Refuse to accept delivery and installation of the System;
- B. Refuse to accept a subsequent tender of a substitute, conforming System;
- C. Return the nonconforming or late delivered System to Company at Company's expense and, at the Authority's option, either recover all payments made therefore and expenses incident thereto, or at Company's expense, receive replacement therefore;
- D. Recover any advance payments from Company for the undelivered or uninstalled System;
- E. Rework or reinstall the System to make them conform to the warranties and charge Company for the expense thereof;
- F. Use the System for a purpose other than the purpose originally intended and charge Company for the amount by which the purchase price exceeds the price the System normally required for such alternative purposes;
- G. Have Company repair or replace a defective System at Company's expense;
- H. If the defective System is repaired, reinstalled or replaced by the Authority or Company, charge Company for all costs and expenses of repairing, reinstalling or restoring the non-defective System distributed as a consequence of repairing, reinstalling or replacing the defective System.
- I. If the System causes any harm or damage to any Authority property, charge Company for all costs and expenses of repairing or replacing such property.

The Authority shall be entitled to exercise any or all of the remedies specified above or each of such remedies in part, provided, however, that the Authority shall not be permitted to recover more than once for any part of a performance called for by these Terms and Conditions.

NONE OF THE REMEDIES AVAILABLE TO THE AUTHORITY HEREUNDER MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY THE AUTHORITY IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE AUTHORITY.

7. WARRANTIES

Company expressly warrants that all services purchased and delivered hereunder:

- A. shall strictly conform in all respects with the Authority's descriptions and specifications incorporated herein,
- B. shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such goods to the Authority,
- C. shall be merchantable, shall comply with industry standards and shall conform with the description of the product and services in the contract number provided to Company,
- D. shall be free from all defects, including latent defects, in workmanship and material design, and
- E. shall strictly comply, at the time of delivery and installation, with the U.S. Occupational Safety and Health Act of 1970, as amended, all rules, regulations and orders thereunder, and any successor provisions thereto, and
- F. shall have at minimum, a ten year warranty period.

In addition to the foregoing express warranties, the System shall be subject to all warranties arising by operation of law. These warranties shall survive inspection, delivery, acceptance, and payment, shall run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the goods and shall not be deemed to be exclusive.

Company hereby warrants that it has not taken any action that interferes with, or in any way nullifies, any applicable manufacturer's warranty.

8. 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.

9. 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 this Agreement, including without limitation, the timeliness of delivery and installation, the conformity of goods delivered 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 taking 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 this contract number 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 contract number. 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.

10. TERMINATION FOR CONVENIENCE OF AUTHORITY

The Authority and Company agree that this Agreement may be terminated by the Authority with or without cause upon ten (10) 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.

11. 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. 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.

G. Jurisdiction.

Each party agrees (1) to submit to personal and exclusive jurisdiction, and (2) that venue is proper, in 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 on items to be delivered under this Agreement. Company further agrees that, after delivery of said item(s) to the Authority or a designated 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 subcontractors 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 IFB, and Company's Bid 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 this Agreement or the scope or intent thereof.

M. General Indemnity.

Company, for itself, its successors, assigns, agents, and subcontractors 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, subcontractors, 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 IFB 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 parties 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 contract number the provision(s) of the Agreement shall in all events control.

P. Risk of Loss.

Risk of loss for delivery and installation of the System shall not pass to the Authority until accepted by the designated Authority representative.

Q. 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.

R. Right to Enter Agreement.

Contractor 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.

S. Taxes.

(a). 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. Company further certifies that its Federal Tax ID. No. is: _____.

(b). As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Company agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Company is liable. In the event Company's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, Use & Occupancy taxes, and sales taxes shall be the sole obligation of Company and Company shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Company's performance under this Agreement.

T. 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.

SIGNATURE

**PAGE
TO
FOLLOW**

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

Attest: _____

By: _____

Print Name: _____

**Vincent J. Fenerty, Jr.
Executive Director**

Print Title: _____

APPROVED AS TO FORM

By: _____
General Counsel's Office

Company

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

