

**INVITATION FOR BIDS FOR**  
**EMERGENCY SNOW REMOVAL SERVICES 2018**  
**PARKING FACILITIES OPERATED AT PHILADELPHIA INTERNATIONAL AIRPORT**

**BID No. 18-22**

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# PART I

## GENERAL INFORMATION TO BIDDERS

### SUMMARY

<b>When:</b>	Bids must be submitted, Monday, November 5, 2018 no later than 2:00 PM.
<b>Where:</b>	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Bids must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the Bidder's name and must be boldly and clearly <b>handwritten</b> (not typewritten) "Bid No. 18-22 Emergency Snow Removal Services 2018". All bids must be presented with one (1) original and seven (7) copies, individually numbered, and an electronic version consisting of one PDF file.
<b>Mandatory Pre-Bid Meeting</b>	A mandatory Pre-Bid Meeting will be held in the offices the Authority's Airport Operations, located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153 on Monday, October 22, 2018 at 11:00 AM.

### I-1. Introduction.

This invitation for bids ("IFB") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended, known as the "Parking Authority Law". The Authority is soliciting written bids from qualified contractors for emergency snow removal services for parking facilities at 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, at 701 Market Street, Philadelphia, PA 19106, [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

### I-2. Background.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera enforcement; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,

- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety at targeted intersections through automated red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

**I-3. Procurement Questions.**

Prospective Bidders are encouraged to submit questions concerning this IFB in writing no later than Monday, October 29, 2018 no later than 2:00 PM. Questions concerning this IFB are to be submitted via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with "Bid No. 18-22 Emergency Snow Removal Services 2018" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will 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. 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 IFB or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the work statement or of the solicitation.

**I-4. Clarification of Instructions.**

Should the prospective Bidder find a discrepancy in or an omission from the Work Statement, 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 via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all prospective Bidders. Addenda will also be posted to the Authority's website, [www.philapark.org](http://www.philapark.org).

**I-5. Restrictions of Contract.**

From the issue date of this IFB until the Authority's Board approves the awarding of the contract, **Mary Wheeler is the sole point of contact concerning this solicitation.** 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.

**I-6. Bid Conditions.**

Sealed bids must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Monday, November 5, 2018 no later than 2:00 PM. 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.

**I-7. Small and Small Diverse Business Requirements.**

The Authority is continually looking for opportunities available for growth and advancement among small and small diverse business through contracts to provide products, services or construction to the Authority. Bidders shall identify their status as a small and/or small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Bid Form along with a copy of their Small Business Procurement Initiative certificate

issued from the Pennsylvania Department of General Services. Bidders may self-certify at:

<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>,  
<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>.

**I-8. Signatures Required.**

The bids *must* be signed 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.

**I-9. Instructions for Affidavit of Non-Collusion.**

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on terms and prices identified in the bid.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the request for bid process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**I-10. Insurance Requirements.**

The successful Bidder will be required to submit Insurance Coverage as outlined in the *Appendix C*. The Bidder shall submit with their bid a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that if awarded they will provide the required insurances as outlined in the IFB.

**I-11. Executed Contract Required.**

By submitting a bid in response to this IFB the Bidder agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Bidder and the Authority's Executive Director signs the written contract.

**I-12. Contract Negotiation.**

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the bid (Tab F)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

**I-13. Business Licenses:**

The bid should include the Bidder's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Bidder's Federal Tax ID number. If the Bidder does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Bidder does not believe that it needs a Philadelphia Commercial Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the bid.

**I-14. Rejection or Acceptance of Bids.**

An Evaluation Committee comprised of Authority personnel will review all bids. The Authority will select the lowest responsive responsible Bidder for contract negotiation. In the event the negotiations reveal that the bid selected for negotiation is not the most advantageous or the Bidder selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select the next lowest responsive responsible Bidder for contract negotiation. The Authority may cancel the bid and reject all bids at any time prior to award by the Board.

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 any bids 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 sole discretion of the Authority. 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 a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another bid by such Bidder. After the scheduled time for opening of bids, no Bidder will be permitted to withdraw their bids, 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 the Authority determines in its sole discretion that the bid is inconsistent with the best interest of the Authority.

**I-15. 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.

**I-16. Subcontracting, Key Personnel, and Experts.**

Subcontracting, assignment, or transfer of all or part of the interest of the Bidder that is awarded a Contract or in the work covered by this Contract is prohibited and void without the prior written approval from the Authority. In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the awarded Bidder is hereby bound and obligated and the Bidder shall obtain written acknowledgement thereof from all subcontractors and experts so engaged. 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 bid.

**I-17. Notification of Bidder Selection.**

The Authority will study and evaluate all bids which are received in accordance with the Criteria for Selection 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 to the address furnished by each respective Bidder in the Submittal Letter. 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. Costs incurred by the Bidder in the preparation of the bid or during any review or negotiations shall be born exclusively by the Bidder.

**I-18. Standard Practices.**

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

**I-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, many documents may not be protected. All Bidders are advised to seek counsel or otherwise educate themselves regarding open records requirements in Pennsylvania.

**I-20. 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 Proposal Form. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org). Specific comments and observations are encouraged.

**I-21. Shipping and Delivery.**

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

**I-23. 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

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.

**I-24. Bid Security.**

Each bid shall be accompanied by a certified check or cashier's check acceptable to the Philadelphia Parking Authority, in an amount equal to \$10,000, 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 IFB 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. Bid security will be immediately returned to the unsuccessful Bidders after a selection is made.

**I-25. Site Inspection.**

Bidders must visit the site, prior to submitting their bid, to ascertain existing conditions relating to snow removal services and to ensure that their bid is all-inclusive.

All Bidders must inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract.

The contractor, by the execution of the Contract, shall in no way be relieved of any obligations under it due to his/her failure to thoroughly examine the sites and acquaint himself/herself with the conditions there existing.

**I-26. 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.

**I-27. 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 of \$100,000.00 in favor of the Philadelphia Parking Authority. Said bonds shall be from a surety company satisfactory to the Authority and qualified to do to 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-; VII. 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. 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.

The successful Bidder will receive an allowance for the cost of the Performance Bond and Labor and Material Payment Bond of an amount not to exceed \$5,000.

## **PART II**

### **INFORMATION REQUIRED FROM BIDDERS**

#### **II-1. Bid Format.**

All bids submitted must conform to the following format requirements. Bids must be submitted on letter size (8 ½" 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 Bid Form can be provided to all prospective Bidders upon request. Forms that are altered by the Bidder may be grounds for rejection of the bid submitted.

The tab requirements are as follows:

- Tab A – Submittal Letter
- Tab B – References
- Tab C – Bid Security
- Tab D – Insurance Requirements
- Tab E – Bid Form
- Tab F – Proposed Amendments to Contract Terms

#### **II-2. Submittal Letter (Tab A).**

Submit a cover letter, signed by an authorized principal or agent of the contractor, which provides an overview of the Bidder's qualifications, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the bid. Include a statement by the Bidder accepting all terms and conditions contained in this bid, signed by an officer or individual with authority to bind the Bidder.

#### **II-3. References (Tab B).**

A minimum of three (3) client references, to whom services were provided similar to the Work Statement outlined in this IFB. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed, and a description of the services provided.

#### **II-4. Bid Security (Tab C).**

Each bid shall be accompanied by a certified check or cashier's check acceptable to the Philadelphia Parking Authority, in an amount equal to \$10,000, 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.

#### **II-5. Insurance Requirements (Tab D).**

Provide a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this IFB.

#### **II-6. Bid Form (Tab E).**

The Bid Form contained within this IFB must be submitted in its entirety (except the Bid Decline Form). All signature lines must be fully executed.

#### **II-7. Proposed Amendments to Contract Terms (Tab F).**

Provide any exceptions or requested changes to the sample contract provided in Appendix B.



Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a bid shall be (a) submitted by a Bidder who was represented at the mandatory pre-bid meeting; (b) timely received from a Bidder; and (c) properly signed by the Bidder.

**III-2. Technical Nonconforming Bids.** The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities.

**III-3. Bid Evaluation.** An Evaluation Committee comprised of Authority personnel will review all bids received. The Authority will select the lowest responsive, responsible Bidder for contract negotiation. In qualifying a Bidder as responsible the Evaluation Committee will consider the Bidders ability to meet the requirements detailed in the Work Statement and the terms and conditions of the contract.

In the event the negotiations reveal that the bid selected for negotiation is not the most advantageous or the Bidder selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select the next lowest responsive, responsible Bidder for contract negotiation. The Authority may cancel the bid and reject all bids at any time prior to award by the Board.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives

The Philadelphia Parking Authority (PPA) is seeking a qualified 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 Bidder 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 may visit the Contractor's site to physically examine all of the Contractor's equipment and vehicles that are listed in Bid 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.

#### IV-2. Specific

The successful Bidder shall be compensated on an hourly rate per piece of equipment used for the snow removal process. Bids shall be submitted as an hourly rate for each type of equipment listed in this bid document. If the Bidder 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 Bidder 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 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 driver's license and required Department of Transportation certification appropriate to the equipment being operated. All equipment operators are subject to license checks by Authority 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 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 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 the Authority. 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 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.

### **IV-3. Required Equipment**

1. Supervisor w/ pick up, snow plow & radio or mobile phone
2. Pick-up truck with snow plow
3. Tri-axle dump truck
4. Skid Steer
  - a. Rubber Track
  - b. Rubber Tire
5. Backhoe Loader
6. 2-3 yd. Rubber Tire Loader
7. 3-4 yd. Rubber Tire loader
8. Tri-axle with salt spreader
9. Tri-axle with salt spreader & 11 ft. plow

**NOTE:** The successful Bidder may be required to submit up to four (4) pieces of each type of equipment depending on the severity of the snow emergency.

## PART V

### CONTRACT TERMS AND CONDITIONS

**V-1. Sample Contract.** A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the bid (Tab F)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a bid to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

**V-2. Contract Term.** Commencing with the Effective Date, the term of the Final Contract will be for a period of three (3) years. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 2 of the sample contract.

**V-3. Minimum Insurance Requirements.** The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. The Bidder shall submit with their bid a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this IFB.

Appendix A  
Bid Form

Name of Prime Bidder: \_\_\_\_\_

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

**EMERGENCY SNOW REMOVAL SERVICES 2018**  
**PARKING FACILITIES OPERATED AT PHILADELPHIA INTERNATIONAL AIRPORT**

**BID No. 18-22**  
**BID FORM**

1. The undersigned submits this bid in response to the above referenced Bid No. 18-22, being familiar with and understanding the advertised notice of opportunity, Bid Form, Affidavit of Non-Collusion, Work Statement, and Addenda if any, as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106. The party submitting a proposal is the "Bidder".
2. The Authority reserves the right to withdraw and cancel this IFB process prior to opening or to reject any and all bids after bids are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Bidder's bid, Bidder agrees to execute a contract memorializing the terms of the contract. This provision will not be interpreted to preclude the execution of a contract related to this Bid outside of that 60 day period.
3. **Bid Bond:** Attached hereto is a bid bond in the amount of ten thousand dollars (\$10,000).
4. Bidder acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

Name of Prime Bidder: \_\_\_\_\_

5. **Cost Form:** Bidder agrees to provide emergency snow removal services at the parking facilities at Philadelphia International Airport in accordance with the Work Statement for the prices stated below.

<i>All Plows Must Have Rubber Tips</i>			*ALTERNATE HOURLY RATE NO .1	* ALTERNATE HOURLY RATE NO. 2
	EQUIPMENT	HOURLY RATE	APPLICABLE WHEN	APPLICABLE WHEN
1	Supervisor w/ pick up, snow plow & radio or mobile phone			
2	Pick-up truck with snow plow			
3	Tri-axle dump truck			
4	Skid Steer			
	a.) Rubber Track			
	b.) Rubber Tire			
5	Backhoe Loader			
6	2-3 yd Rubber Tire Loader			
7	3-4 yd Rubber Tire loader			
8	Tri-axle with salt spreader			
9	Tri-axle with salt spreader & 11 ft. plow			

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

Alternate No 1: \_\_\_\_\_

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Alternate No. 2: \_\_\_\_\_

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All salt will be provided by the Philadelphia Parking Authority.

**Allowance for Performance Bonds: Not to exceed \$5,000**

\*Reimbursement will be for actual cost



**Name of Prime Bidder:** \_\_\_\_\_

6. **Requirement Statement:** The undersigned Bidder agrees to provide snow removal services and to adhere to the response time requirement as specified in the Work Statement, any Addenda, if issued and the Bidder's bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Name of Prime Bidder:** \_\_\_\_\_

**7. Site Inspection Statement:** The undersigned has visited and examined the parking facilities at Philadelphia International Airport as required. As a consequence of this inspection, the undersigned Contractor has knowledge of local conditions and is fully cognizant of the circumstances and conditions that may affect the prosecution and completion of the work and the cost thereof.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Inspection

**Name of Prime Bidder:** \_\_\_\_\_

**8. Bidder Signatures:**

If bid 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 Offeror	
_____ Street Address	_____ SEAL:
_____ City/State/ZIP Code	
_____ Telephone Number	
_____ Date	

Name of Prime Bidder: \_\_\_\_\_

9. Affidavit of Non-Collusion:

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

RFP No. \_\_\_\_\_

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and I have placed my signature below.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this bid, and neither the terms nor the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential offeror, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a bid in response to this Bid, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) \_\_\_\_\_ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this bid is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of bids / proposals for this contract.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF 2018

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Name of Prime Bidder: \_\_\_\_\_

**10. 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. ....

iii. ....

d. **Philadelphia Commercial Business Activities License Number:** \_\_\_\_\_

e. **Federal EIN Number:** \_\_\_\_\_

Name of Prime Bidder: \_\_\_\_\_

**LIST OF SUBCONTRACTORS**  
(copy page as needed)

Undersigned agrees, if notified of the acceptance of this bid, that he will utilize the following subcontractors, for the following noted types of work. No substitutions shall be made in the employment of subcontractors without written approval from the Authority. The undersigned acknowledges that the Philadelphia Parking Authority reserves the right to reject any subcontractors listed below after bids are opened at no additional cost to Authority.

<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		
<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		

Name of Prime Bidder: \_\_\_\_\_

## Philadelphia Parking Authority

### SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

Bid Name and Number: \_\_\_\_\_

Bidder: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Email: \_\_\_\_\_

#### **BIDDER INFORMATION:**

Does the bidder hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services?       Yes     No    (MUST check one)

If yes, please identify each category that applies to your business:

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.

The Bidder will need to attach a copy of their SBPI certificate. Bidder will be required to maintain their status as a certified Small and Diverse Business throughout the entire term of the contract.

Name of Prime Bidder: \_\_\_\_\_

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



**Bid Decline Form:** Bid No. 18-22 – Emergency Snow Removal Services 2018  
Parking Facilities at Philadelphia International Airport

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

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

Name: \_\_\_\_\_

- Work Statement 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 the Work Statement requirements
- Unable to meet Bond/Insurance Requirements
- Requirements unclear (explain below)
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:


Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).



Appendix B  
Sample Contract

**AGREEMENT FOR SNOW REMOVAL SERVICES  
BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

---

**PPA Contract No. K-18-0090**

**THIS AGREEMENT** effective as of this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 an Invitation for Bids "Emergency Snow Removal Services 2018 Parking Facilities Operated At Philadelphia International Airport" Bid No. 18-22 ("IFB") on \_\_\_\_\_ attached hereto as Exhibit "A"; and

**WHEREAS**, Company submitted a conforming Response to the IFB ("Bid"), 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 IFB, a true and correct copy of which is attached hereto as Exhibit “A”, Company’s Bid, 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 Bid attached hereto as Exhibit “B”.

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 Services satisfactorily performed in accordance with this Agreement. 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 on 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 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 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 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 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 Tax ID. No. is: \_\_\_\_\_, and has attached a true, current, and correct copy of its Philadelphia Commercial Activity 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**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Scott Petri**  
**Executive Director**

Print Title: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

General Counsel's Office

**Company**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A**  
**Philadelphia Parking Authority**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

a) **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b) **Consent** means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c) **Contractor** means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d) **Contractor Related Parties** means any affiliates of Contractor and Contractor's officers and directors.

e) **Financial interest** mean any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness

f) **Gift** means any conveyance of anything of value, including cash, a gratuity (tip), favor, entertainment (including tickets to sporting events), travel, food, drink, a loan, employment or services.

2. Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority, including these Contractor Integrity Provisions.

3. Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit or gift on anyone, for any reason, including as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. Contractor confirms that no Authority officer or employee holds a financial interest in Contractor.

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof.

9. Contractor agrees to reimburse the Authority for the reasonable costs of investigation incurred by the Authority's Office of General Counsel, or its designee, for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the Authority that results in the suspension or debarment of Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in Contractor's suspension or debarment.

10. Contractor shall cooperate with the Authority's Office of General Counsel, or its designee, in its investigation of any alleged officer or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Authority's designated investigator to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Authority and any such subcontractor, and no third party beneficiaries shall be created thereby.

11. Nondiscrimination/Sexual Harassment. Contractor agrees:

a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, Contractor, each subcontractor, or any person acting on behalf of Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b) Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c) Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

d) Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g) Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the Authority if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h) The Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in Contractor Responsibility File.

12) Americans with Disabilities Act. Contractor agrees as follows.

a) Pursuant to the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.1010 et. Seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation on this contract or from activities provided under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act, which are applicable to the benefits, services, programs, and activities provided by the Authority through contracts with outside contractors.

13. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

14. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with Contractor. Contractor’s obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if becomes aware of

any event which would cause Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.



# Appendix C

## Insurance Requirements

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Prior to commencement of the contract and until completion of your work, \_\_\_\_\_ shall, at its sole expense, maintain the following insurance on it's 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):	\$ 5,000

- b) General Aggregate must apply on a Per Location Basis

- c) Owner must be named as additional insured as shown in requirement #8.

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)

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- b) Per Accident Combined Single Limit: \$1,000,000  
c) Owner must be named as additional insured as shown in requirement #8.
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 #8.
5. ~~Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims made is acceptable.~~
6. 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.
7. 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
8. 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.
9. 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.
10. 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.

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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 Contact require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insureds of such policies will cause them to be endorsed.

11. 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.

12. 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 statue shall be its own responsibility and at its own expense.

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

14. 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

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information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

15. 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.
16. 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.
17. \_\_\_\_\_ 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.
18. 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.