### **INVITATION FOR BIDS FOR**

# Snow Removal Services at Philadelphia International Airport

#### Bid No. 24-24

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# PART I **GENERAL INFORMATION TO BIDDERS**

SUMMARY	
When:	Bids must be submitted by Thursday, November 7, 2024 no later than 1:00 PM. Bids will be publicly opened and read aloud.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Bids must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than Thursday, November 7, 2024 at 1:00 PM. Whether mailed or hand-delivered, all envelopes/packages must display the Bidder's name and must be boldly and clearly handwritten (not typewritten) "Bid No. 24-24 Snow Removal Services at Philadelphia International Airport". All bids must be presented with one (1) original and seven (7) copies, individually numbered, and an electronic version consisting of one PDF file. Do not password protect files on USB or the USB itself.
Mandatory Pre-Bid Meeting	A mandatory Pre-Bid Meeting will be held on <b>Tuesday, October 22, 2024 at 11:00 AM</b> at the offices of the Authority's Airport Operations located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153.
	A mandatory site visit will be conducted after the Pre-Bid Meeting. Please allow for adequate time to attend both the Pre-Bid Meeting and the site visit, which will last approximately 90 minutes.
	Prospective Bidders who are having trouble locating the Authority's Airport Operations Building should contact Shannon Stewart for assistance at 215.837.9025.
	Please complete the <u>Bidder Registration Form</u> to complete your registration for this solicitation.

#### 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, 53 Pd. C.S. § 5501 et seq. as amended, known as the "Parking Authority Law". The Authority is seeking bids to provide snow removal and salting services for the Authority's Airport Facilities under a one (1) year contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional one-year renewals. Snow removal services include removal of snow from parking facilities at PHL, salting parking facilities at PHL and stacking of bulk salt in the salt shed.

#### I-2. Mission Statement.

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 administering automated speed and red-light camera systems; 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 in targeted intersections through automated speeding and 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 the IFB in writing no later than **Tuesday**, **October 29**, **2024** at **12:00** PM. Questions concerning this IFB are to be submitted via the Question Submission Form using the link below:

https://app.smartsheet.com/b/form/966b540e51dd477a93cba44ba407c6be

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at <u>sstewart@philapark.org</u>.

Only questions submitted via the Question Submission Form will be addressed.

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Bidders and posted to the Authority's website, <u>www.philapark.org</u>. Responses will not be official until they have been verified, in writing, by the Authority.

The Authority will not be bound by any verbal information, nor will it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the 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 any part of this IFB or be in doubt as to the meaning of any term contained therein, the Bidder will notify Shannon Stewart, Manager of Contract Administration via the Question and Clarification of Instructions Submission Form using the link below, prior to the question deadline.

#### https://app.smartsheet.com/b/form/966b540e51dd477a93cba44ba407c6be

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Bidders and posted to the Authority's website, <u>www.philapark.org</u>. Responses will not be official until they have been verified, in writing, by the Authority.

#### I-5. Restrictions of Contact.

From the issue date of this IFB until the Authority's Board approves the awarding of the contract, **Shannon Stewart is the sole point of contact concerning this IFB**. Any violation of this condition by a Bidder may result in the Authority rejecting 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 the award. Bidders must agree not to distribute any part of their bids to anyone other than Shannon Stewart. 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 Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Thursday, November 7, 2024 no later than 1:00 PM.

# Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after the due date and time.

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. Failure to attach documents required for submittal at the time of submittal will result in the bid being rejected.

#### I-7. Small Diverse Business Participation.

The Authority seeks to increase procurement through small diverse businesses for all products, services and construction. Bidders must identify their status as a small diverse business by completing the 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:

#### https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx

#### Bidders do not need to be a small diverse business to participate in this solicitation.

#### 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 a business entity other than a corporation, the title of the signer and type of entity is required.

#### 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 invitation 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 and attach 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 *Appendix C*. Bidder's must submit with their bid a sample certificate of insurance from a recent project that meets the requirements.

If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this IFB, if awarded a contract.

Bidders may request a waiver or relief for any coverages by submitting the request during the question period and allowing the Authority to respond via addendum.

#### Insurance requirements will not be negotiated after the bid due date.

#### 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 <u>and</u> 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 **<u>must be clearly noted</u> <u>in the bid</u> (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 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 employees 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 are 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 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 the Authority determines in its sole discretion that the bid is inconsistent with the best interest of the Authority.

#### I-15. Unacceptable Bids.

The Authority will not consider and will reject any bid if the Bidder is in arrears or in default to the Authority as to 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.

The selected Bidder will not assign or in any way transfer any interest in this agreement.

#### 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 to determine the lowest responsive, responsible bidder. The Authority will notify all other Bidders of the award within sixty (60) days after the date the bids are opened. Such notice shall be in writing and mailed and/or emailed to the address furnished by each respective Bidder in the Submittal Letter. The selected Bidder 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(s) in the preparation of the bid or during any review or negotiations shall be borne 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 <u>may</u> 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 laws and regulations 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 bid documents. This document must be emailed to the attention of Shannon Stewart, Manager of Contract Administration at <a href="mailto:sstewart@philapark.org">sstewart@philapark.org</a>. An electronic form is also available using the link below. Specific comments and observations are encouraged.

#### https://app.smartsheet.com/b/form/a6129d048c95479e8e43d6265a5ed6a8

#### 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-22. Performance Bond.

The successful Contractor, prior to the full execution of the contract, will be required to furnish a faithful Performance Bond in an amount of \$50,000.00 in favor of the Philadelphia Parking Authority. Said bond 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 actual cost of the Performance Bond of an amount not to exceed \$5,000.

# **INFORMATION REQUIRED FROM BIDDERS**

#### II-1. Bid Format.

All bids submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Bidder in a contract must be included in your bid. Bids must be submitted on letter size (8 ½" x 11") paper. For exhibits, 11x17 paper is acceptable.

Please refrain from using binders and/or special binding when submitting your proposals. Binder clips are preferred when feasible.

An electronic version of the Bid Form will be posted to the Authority's website.

The tab requirements are as follows:

- Tab A Transmittal Letter
- Tab B Qualifications and Experience
- Tab C References
- Tab D Bid Form
- Tab E Evidence of Insurance
- Tab F Proposed Amendments to Contract
- Tab G Disclosure of Legal Actions

#### Extended tabs, tabs extending beyond the 8 ½ x 11" paper, must be used.

#### II-2. Transmittal Letter (Tab A).

Bidders must submit a cover letter, signed by an officer or individual with authority to bind the Bidder, which provides an overview of the Bidder's bid, 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 IFB, signed by an officer or individual with authority to bind the Bidder in a contract with the Authority.

#### II-3. Qualifications and Experience (Tab B).

Bidders must have a minimum of **five (5) years**' experience in providing snow removal services as described in the Work Statement.

Identify a staff member and a qualified substitute to represent the company for the entire term of contract.

#### II-4. References (Tab C).

Offerors must provide a minimum of three (3) references, to whom similar services were provided within the last **3** years. The 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. The Authority will contact the references provided via email.

#### II-5. Bid Form (Tab D).

The Bid Form attached as Appendix A must be submitted in its entirety (with the exception of the Bid Decline Form).

#### II-6. Insurance Requirements (Tab E).

The successful Bidder(s) will be required to submit Insurance Coverage as outlined in *Appendix C*. Bidders must submit with their bid a sample certificate of insurance from a recent project that meets the requirements.

If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this IFB if awarded a contract.

Bidders may request a waiver or relief for any coverages by submitting the request during the question period and allowing the Authority to respond via addendum.

#### Insurance requirements will not be negotiated after the bid due date.

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

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 for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract <u>must be</u> <u>clearly noted in the bid</u> to be considered.

#### II-8. Ongoing Legal Actions (Tab G).

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Bidder has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Bidder should be awarded that contract but will not automatically disqualify the Bidder from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Bidder has had or currently has a contractual relationship, a statement to that effect will be included.

## 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 Bidder's 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 Bidder 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. General.

The Authority is seeking a qualified Contractor to furnish equipment and labor, as required, to perform snow removal services at Philadelphia International Airport ("PHL"). Snow removal services include removal of snow from parking facilities at PHL, salting parking facilities at PHL and stacking of bulk salt in the salt shed.

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 the 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

Contractor will be compensated on an hourly rate per piece of equipment used for the snow removal services. Bids must be submitted as an hourly rate for each type of equipment listed below. 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 must include furnishing the equipment, including tires, chains, etc., operators, 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 onsite within 2 hours after a **Notice to Proceed** order is issued by the Director of Airport Parking Operations or designee. Such **Notice to Proceed** will 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 weather event by the Director of Airport Parking Operations or his designee. Travel time for equipment only from Contractor's location to Philadelphia International Airport may be billable up to sixty (60) minutes for travel time. 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 will be continuous as required and directed by the Director of Airport Parking Operations or designee.

Any period of time during which a piece of equipment is inoperative or otherwise immobilized will 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.

#### **Required Equipment**

- 1. Supervisor w/ pick up, snowplow & radio or mobile phone
- 2. Pick-up truck with snowplow
- 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. Triaxle with salt spreader
- 9. Triaxle with salt spreader & 11 ft. plow

Contractor will provide salt stacking services using a 4cy rubber tire loader with operator. This may or may not be during a snow event.

## 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 <u>must be clearly noted in the bid</u> (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. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 1 (one) year terms.

Appendix A Bid Form

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

SNOW REMOVAL SERVICES AT PHILADELPHIA INTERNATIONAL AIRPORT INVITATION FOR BID No. 24-24

#### **BID FORM**

- 1. The undersigned submits this bid in response to the above referenced Bid No. 24-24 Snow Removal Services at Philadelphia International Airport being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Bid Form, Affidavit of Non-Collusion, and Addenda if any (the "Bid Documents"), 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 bid is the "Bidder".
- 2. The Authority reserves the right to withdraw and cancel this IFB 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 offer, Bidder agrees to execute a contract memorializing the bid's terms if the contract is delivered to Bidder within 60 days of the bid opening date. This provision will not be interpreted to preclude the execution of a contract related to this bid outside of that 60-day period.
- **3.** Bidder acknowledges receipt of the following addenda:

Addendum	Date

4. **Term of Contract:** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 1 (one) year terms.

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

All plows must have rubber tips				
Equipment	Hourly Rate	Alternate 1 - Hourly Rate	Alternate 2 - Hourly Rate	
Supervisor w/ pickup, snowplow and radio or mobile phone	\$	\$	\$	
Pick-up truch with snowplow	\$	\$	\$	
Triaxle dump truck	\$	\$	\$	
Skid Steer	\$	\$	\$	
a. Rubber Track	\$	\$	\$	
b. Rubber Tire	\$	\$	\$	
Backhoe Loader	\$	\$	\$	
2-3 yd. Rubber Tire Loader	\$	\$	\$	
3-4 yd. Rubber Tire Loader	\$	\$	\$	
Triaxle with salt spreader	\$	\$	\$	
Triaxle with salt spreader & 11 ft. plow	\$	\$	\$	

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

Alternate 1:

Alternate 2:

All salt will be provided by the Authority.

6. **Requirement Statement:** The undersigned Bidder agrees to provide snow removal services as specified in the Work Statement, any Addenda, if issued and the bid submitted for the term of the contract.

Name (Please Print)

Title

Date

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

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

Signature

Name (Please Print)

Title

Date

8. Insurance Requirements: The undersigned Bidder agrees to the insurance requirements as specified in Appendix C, Insurance Requirements and any Addenda, if issued.

Name (Please Print)

Title

Date

# Date **Authorized Signature Business Name of Bidder** Typed or Printed Name **Street Address** City/State/ ZIP Code **Telephone Number** Type of Entity

If bid is by a business entity other than a corporation form must be dated and signed here:

Street Address

**Telephone Number** 

City/State/ZIP Code

Title

**Business Name of Bidder** 

Typed or Printed Name

Signature

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, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this bid form.

#### 9. Bidders Signatures: Complete ONE section below.

Signature

Typed or Printed Name

Title

**BID FORM** PAGE 6

Date

Title

BID No. 24-24

#### 10. Affidavit of Non-Collusion:

State of:	
County of:	

Bid 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, Bidder or potential Bidder.

(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 bidder, 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 IFB, 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 20\_\_\_\_ Signature

Printed Name

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

#### 11. 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.....

III.....

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

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

# **Philadelphia Parking Authority**

#### SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

(Copy as needed)

Bid Name and Number:

Bidder:

Contact Name: \_\_\_\_\_\_ Email: \_\_\_\_\_

#### **BIDDER INFORMATION:**

Does the Bidder hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services?

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. The Bidder will be required to maintain their status as a certified Small Diverse Business throughout the entire term of the contract.

**This form must be completed and submitted with your proposal.** If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your bid.

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



#### Bid Decline Form: Bid No. 24-24 Snow Removal Services at Philadelphia International Airport

If you do not intend to submit a bid 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)
- $\hfill\square$  Unable to meet time period for responding to this IFB
- □ We do not offer this product or service
- □ Our schedule would not permit us to perform
- Unable to meet Work Statement
- □ Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- □ Unable to meet Contract Requirements (explain below)
- □ Other (specify below)

#### Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration at <u>sstewart@philapark.org</u>. A link to the electronic version of this form can be found on our website or by clicking this link, <u>https://app.smartsheet.com/b/form/a6129d048c95479e8e43d6265a5ed6a8</u>.

# Appendix B Sample Contract

\* Sample Contract will be released via Addendum\*

Appendix C Insurance Requirements

#### THE PHILADELPHIA PARKING AUTHORITY BID NO. 24-24 SNOW REMOVAL SERVICES AT PHL INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, <u>Company</u> 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 (PPA) Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

- 1. <u>Workers Compensation and Employers Liability:</u> 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

 <u>Commercial General Liability:</u> 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:

Occurren	lee I offit with the following mints.			
(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	
C	A	Daa		

b) General Aggregate must apply on a Per Location Basis as applicable.

c) Owner must be named as additional insured as shown in requirement #7.

- 3. <u>Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)</u> a) Coverage to include:
  - i. All Owned, Hired and Non-Owned Vehicles
  - ii. 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 #7.
- 4. <u>Excess / Umbrella Liability</u> insurance with a minimum acceptable limit of coverage of \$2,000,000 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 #7.
- 5. <u>Deductibles or Self-Insured Retention's:</u> <u>Company</u> is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

#### THE PHILADELPHIA PARKING AUTHORITY BID NO. 24-24 SNOW REMOVAL SERVICES AT PHL INSURANCE REQUIREMENTS

- 6. <u>Financial Rating of Insurance Companies:</u>
  a) A.M. Best Rating: A (Excellent) or Higher
  b) A.M. Best Financial Size Category: Class VII or Higher
- 7. The Philadelphia Parking Authority, the Department of Aviation, the City of Philadelphia and the Commonwealth of Pennsylvania (collectively the "Parties"), their agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. <u>Company's</u> coverage shall be primary and non-contributory to any other coverage available to the Parties, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

It is agreed that <u>**Company's**</u> 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.

8. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

a) <u>**Company</u>** 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 <u>**Company**</u> pursuant to this Contract.</u>

b) **<u>Company</u>** 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 <u>**Company**</u> 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.

- 9. 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 **Company**.
- 10. 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.
- 11. The carrying of insurance shall in no way be interpreted as relieving <u>**Company**</u> of any responsibility or liability under the contract.
- 12. Prior to the commencement of work or use of premises, <u>Company</u> 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 <u>Company</u> 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 <u>Company</u> who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking

#### THE PHILADELPHIA PARKING AUTHORITY BID NO. 24-24 SNOW REMOVAL SERVICES AT PHL INSURANCE REQUIREMENTS

Authority immediately upon presentation of an invoice.

- 13. Failure of <u>Company</u> to obtain and maintain the required insurance shall constitute a breach of contract and <u>Company</u> 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 <u>Company</u> with a written waiver of the specific insurance requirement.
- 14. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by <u>Company</u> are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by <u>Company</u> under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
- 15. If work involves subcontractors, **<u>Company</u>** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of <u>**Company**</u>. The subcontractor's insurance must name the PPA as additional insured. <u>**Company**</u> shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
- 16. Failure of <u>Company</u> to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify <u>Company</u> of any breach by <u>Company</u> 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 <u>Company</u> 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 <u>Company</u> and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D Overhead Maps of PHL C. Manual and Call and Contract of State WINN BARLIN I 4400 Island Ave THE REAL 1

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# Philadelphia Parking Authority