INVITATION FOR BIDS FOR

Landscaping Services at Philadelphia International Airport

Bid No. 26-22

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This document can be downloaded from the Authority's website using the link below:

https://philapark.org/bids-solicitations/

PART I

GENERAL INFORMATION TO BIDDERS

SUMMARY	
When:	Bids must be submitted by **Thursday, November 19, 2026 no later than 1:00 PM.** Bids will be publicly opened and read aloud at the Authority's Headquarters located at 701 Market Street, Suite 5400, Philadelphia, PA 19106.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How: **Mandatory Pre-Bid Meeting**	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 19, 2026 at 1:00 PM.** Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) **"Bid No. 26-22 Landscaping Services at Philadelphia International Airport".** All bids must be presented with **one (1) original and five (5) copies**, individually numbered, and an electronic version consisting of one PDF file via USB drive. **Please do not password protect the USB drive or file.** A **mandatory in-person** Pre-Bid Meeting will be held on **Thursday, October 29, 2026 at 11:00 AM** at the offices of the Authority's Airport Operations Building located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153. A mandatory site visit will take place immediately following the Pre-Bid Meeting. **The Pre-Bid Meeting and site visit will take approximately 90 minutes to complete, please allow adequate time to attend the pre-bid meeting and site visit. Bidders must attend the Pre-Bid and site visit in order to be considered an eligible Bidder.** **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 Bidder Registration Form 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 from qualified Bidders to provide landscaping services for the Authority's administrative building, garages and Economy Lot located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153.

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.

Eligible Bidders are encouraged to submit questions concerning the IFB in writing after the Pre-Bid meeting and no later than **Thursday, November 5, 2026 at 12:00 PM**.

Questions concerning this IFB are to be submitted via the Question Submission Form using the link below:

https://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=22d7e464-1cc9-4539-981d-0855128cc7fc
(The link will be activated after the Pre-Bid Meeting)

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 sstewart@philapark.org.

Only questions submitted by eligible Bidders 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, https://philapark.org/bids-solicitations/. 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 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 eligible 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 Submission Form using the link below, prior to the question deadline.

https://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=22d7e464-1cc9-4539-981d-0855128cc7fc

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, https://philapark.org/bids-solicitations/. Responses will not be official until they have been verified, in writing, by the Authority.

I-5. Restriction of Contact.

From the issue date of this IFB until the Authority's Board approves the selected Bidder, **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 selection. 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 19, 2026 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 must 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.

If you would like to request an extension to the question deadline or bid due date, you must submit that request during the question period and allow the Authority to respond via addendum.

I-7. Small and Small Diverse Business Participation.

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

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

Please note: The Authority encourages small and small diverse business participation. However, this solicitation is open to all eligible Bidders.

I-8. Signatures Required.

The bids *must* be signed in all spaces where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

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 be assured 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*. 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 lines or levels 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.

If you would like to request a waiver or relief for any coverages required or want to request any revisions to the language, you must submit that request during the question period and allow 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 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 E)** 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. 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.

I-14. Request to Withdraw Bid.

At any time up to the hour and date set for opening of bids, an Bidder may withdraw its bid. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at sstewart@philapark.org 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 bids are opened. Written notice will be mailed to the address furnished by each Bidder in the Transmittal Letter.

The selected Bidder will 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 will 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 laws and regulations in Pennsylvania. The determination to award a contract will occur at a Sunshine Act meeting.

I-20. Statement of No Bid.

All Eligible 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 sstewart@philapark.org.

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

https://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=22d7e464-1cc9-4539-981d-0855128cc7fc

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.

PART II

INFORMATION REQUIRED FROM BIDDERS

II-1. Bid Format.

All bids submitted must conform to the following format requirements. **Please do not provide duplicate answers. Any bid that does not contain the information outlined below may not be considered.**

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

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

Forms that are altered by the Bidder may be grounds for rejection of the Bidder's response.

The tab requirements are as follows:

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

Tabs that extend beyond the 8.5" 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 and the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the bid.

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

II-3. Qualifications, Liscenses and Experience (Tab B).

Bidders must have a minimum of **three (3) years' experience** in performing landscaping services as described in the Work Statement.

Provide any licenses and certifications required by local and state laws to perform the services described in the Work Statement. If required, all certifications and licenses must remain current during the term of the contract.

Bidders must provide evidence satisfactory to the Authority that they are fully competent to provide the goods and services as identified in the Work Statement.

II-4. Bid Form (Tab C).

The Bid Form attached as *Appendix A* must be submitted in its entirety (with the exception of the Bid Decline Form). All signature lines must be executed. Wet or electronic signatures will be accepted.

II-5. Insurance Requirements (Tab D).

The successful Bidder 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 lines or levels 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.

If you would like to request a waiver or relief for any coverages required or want to request any revisions to the language, you must submit that request during the question period and allow the Authority to respond via addendum.

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

II-6. Proposed Amendments to Contract (Tab E).

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 **must be clearly noted in the bid** in order to be considered.

I-7. Disclosure of Legal Actions (Tab F).

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.

II-8. Authorization to do business (Tab G)

All bids must be submitted in the exact name of the person (organization) that will contract with the Authority upon contract award ("Contracting Party").

The bid must include the Contracting Party's **Federal Employee Identification Number** (EIN).

The bid must include confirmation that the Contracting Party is licensed to do business in the Commonwealth of Pennsylvania and provide the **Entity Number** issued by the Pennsylvania Secretary of State to the Contracting Party upon registration.

The bid must include confirmation that the Contracting Party is licensed to do business in the City of Philadelphia and provide the **Commercial Activity License Number** issued by the Philadelphia Department of Licenses and Inspections to the Contracting Party upon registration. 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 Activities License, an explanation with references to statute and/or the Philadelphia Code should be included with the bid.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a bid shall be (a) submitted by an Bidder who was represented at the mandatory pre-bid meeting and site visit; (b) timely received from a Bidder; (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 in the bid, allow the Bidder to cure the nonconformity, or consider the nonconformity in the evaluation of the bid.

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 bids from qualified Bidders to provide landscaping services for the Authority's administrative building, garages and Economy Lot located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153.

The Contractor must provide all necessary labor, equipment, tools, and materials to perform grass cutting, weeding, edging, and trash and/or debris pickup ("Services") in designated areas along the Airport garages, Administration Building, and Economy Lot located on Island Avenue.

All work must be performed in a professional and workmanlike manner and in accordance with applicable Airport, safety, and regulatory requirements. Contractor must maintain all service areas in a neat and presentable manner.

IV-2. Specific.

A. Services

Services include; but are not limited to:

1. **Grass Cutting:** Mowing areas to maintain a neat and presentable appearance.
2. **Weeding:** Removal of weeds from grass, landscaped areas, along curbs, sidewalks and other designated areas.
3. **Edging:** Grass along curbs, sidewalks, paved areas, buildings and other designated areas.
4. **Trimming:** Grass and vegetation in areas that cannot be reached with a lawn mower.
5. **Trash and Debris Pickup:** Pickup and removal of trash, litter, leaves, branches and other debris from the designated landscaping areas as needed.
6. **Cleanup:** Pickup and removal of grass clippings and other debris from sidewalks, curbs, paved areas and other surfaces resulting from the Contractor's work. Keep grass clippings and other debris from entering storm drains.

B. Areas of Service: Landscaping services must be provided in designated areas at PHL, including:

1. **Administration Building:** Grass and landscaped areas along and surrounding the Administration Building.
2. **Airport Garges:** Grass and landscaped areas along and surrounding the Airport garages.
3. **Economy Lot – Island Avenue:** Grass and landscaped areas within and along the Economy Lot located on Island Avenue.

The Contractor must take reasonable care to prevent damage to vehicles, buildings, curbs, sidewalks, signs, landscaping, and other Authority or Airport property.

The Authority will identify the specific areas to be maintained during the Pre-Bid Meeting.

C. Frequency of Service: Landscaping services must be performed weekly during the months of April through October.

The Authority may adjust to the frequency of the service schedule when necessary to maintain the areas in a neat and presentable condition. For example, additional service may be required after heavy rainfall.

D. Invoices: Invoices must be submitted on a monthly basis via email to the Authority's project manager and must include the location, quantity of services performed, and dates the Services were performed.

E. Additional Work: At the Authority's discretion, the Contractor may be required to provide additional services. The Authority will issue a task order for any additional services using the Authority's Standard Task Order Form ("Task Order"), and the Contractor will complete the Task Order by submitting a quote for the scope indicated on the Task Order. The Authority must approve the Task Order prior to the start of work.

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 E)** 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, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the bid.

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

Lanscaping Services at Philadelphia International Airport
BID NO. 26-22

BID FORM

1. The undersigned submits this bid in response to the above referenced **Bid No. 26-22 Landscaping 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 bids'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. **Contract Term.** The term of this Agreement 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. **Cost Form:** Bidder agrees to provide Services as described in the Work Statement for each location for the costs identified below. Prices must be inclusive of all labor, supervisor, materials, equipment, tools, transportation, disposal fees and any other costs necessary to perform Services.

Cost Per Service					
Location	**Year One**	**Year Two**	**Year Three**	**Year Four**	**Year Five**
PHL Adminstrative Building	$	$	$	$	$
PHL Garages	$	$	$	$	$
PHL Economy Lot	$	$	$	$	$

6. **Requirement Statement:** The undersigned Bidder agrees to provide landscaping services as specified in the Work Statement, any Addenda, if issued and the response submitted.

_____

Signature

_____

Name
(Please Print)

_____

Title

_____

Date

7. **Insurance Requirements:** The undersigned Bidder agrees to the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued. The Bidder further agrees to provide a final Certificate of Insurance in compliance with the insurance requirements no later than five (5) calendar days after notification of award.

_____

Signature

_____

Name
(Please Print)

_____

Title

_____

Date

8. Bidder Signatures: Complete <u>one</u> section below.

a. Corporations:

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.

_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title

_____

Business Name of Bidder

_____

Street Address

_____

Email Address

_____	_____
Telephone Number	Date

b. Non-Corporations:

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

_____	_____
Authorized Signature	Business Name of Bidder
_____	_____
Typed or Printed Name	Address
_____	_____
Title	City/State/Zip Code
_____	_____
Date	Telephone Number

_____

Entity Type

9. Affidavit of Non-Collusion:

State of: _____ IFB No. _____
County of: _____

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 an 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 abid l 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 bid/ proposals for this contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____DAY
OF 20___

_____
Notary Public
My Commission Expires: _____

_____
Signature

_____
Printed Name

10. **References:** Bidders 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, email addresses must be provided.**

1. Company Name: _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

2. Company Name: _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

3. Company Name: _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

11. Qualifications:

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

b. **Number of employee**s: ☐ 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 AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

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

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

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

Bid Decline Form: Bid No. 26-22 Landscaping Services at Philadelphia International Airport

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

The undersigned contractor declines to submit a bid for this project.

Name: _____

□ Requirements too "tight" (explain below)
□ 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
□ 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 sstewart@philapark.org. A link to the electronic version of this form can be found on our website or by clicking this link, https://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=22d7e464-1cc9-4539-981d-0855128cc7fc.

Appendix B

Sample Contract

AGREEMENT FOR LANDSCAPING SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____

Contract No. K-26-0074

THIS AGREEMENT effective as of the _____day of _____, 2026 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the **"Authority"**) and _____, with a registered address at _____ _____, _____, _____ (**"Contractor"**).

WITNESSETH:

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

WHEREAS, the Authority sought the services of a qualified Bidder to provide landscaping services for the Authority's administrative building, garages and Economy Lot located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153 through Invitation for Bids for Landscaping Services at Philadelphia Internation Airport IFB No. 26-22 (hereinafter "IFB"), a true and correct copy of the IFB is attached hereto as Exhibit "B"; and

WHEREAS, upon review of Contractor's Bid responding to the IFB submitted to the Authority on _____ ("BID"), the Authority's Board voted at a public meeting to award this contract to Contractor. A true and correct copy of the BID is attached hereto as Exhibit "C".

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

1. SERVICES.

The Authority hereby engages and Contractor hereby agrees to provide services ("Services") as provided below:

A. To provide landscaping services for the Authority's administrative building, garages and Economy Lot located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153, as identified in the Authority's IFB and Contractor's BID in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws; and

B. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Pamela Evans who may be reached at 215-683-9426 or by e-mail at PEvans@philapark.org. 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.

C. To comply fully with all requirements and terms of this Agreement, the IFB and the BID.

2. TERM. The term of this Agreement shall commence on the date first written above and shall end one (1) year thereafter, with four (4) one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide thirty (30) days written notice of its option to renew for the one-year term permitted by this Agreement. The term of this Agreement may not be extended beyond five (5) years.

3. CONSIDERATION AND PAYMENT.

A. For the performance of Services described herein, the Authority shall pay the Contractor in accordance with Section ____of its _____ BID, attached hereto as Exhibit "C". Contractor agrees to accept such amounts resulting from the Services performed as the sole and full compensation for such Services.

B. The Contractor shall invoice the Authority monthly and in arrears for payment for Services as provided in this Agreement in a form acceptable to the Authority. Invoices will be payable within thirty (30) calendar days after receipt by the Authority unless a later payment date is provided for in the Company's invoice, in which case the later date will control. No late fees, penalties, or interest may be assessed against the Authority for late payments. Individual invoices must be sent to *Accounts Payable* at the address listed above, with an electronic copy via email to **PEvans@philapark.org.**

C. The Pricing set forth in this Agreement shall include all shipping and delivery costs associated with the fulfillment of the terms of this Agreement, as well as any tax, imposition, charge , duty, or levy ("Tax") which may be imposed under any present or future law on the sale of the merchandise covered by this Agreement. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, food, or photocopying in connection with Contractor's Services without the advanced written approval of the Project Manager.

4. NO SOLICITATION/CONFLICTS OF INTEREST.

A. Contractor 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 Contractor.

B. To the best of Contractor'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 Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Contractor hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A". Contractor, for itself, its agents and employees agrees to adhere to the Contractor Integrity Provisions and understands that failure to do so may result in the cancellation of this contract and the reporting of any offending event for investigation.

5. INABILITY OF CONTRACTOR TO PERFORM. The inability of Contractor to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

6. TERMINATION FOR CONVENIENCE OF AUTHORITY. The Authority and Contractor agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Contractor. If the Agreement is terminated by the Authority, as provided herein, Contractor 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 Contractor shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

7. GENERAL TERMS AND CONDITIONS.

A. Right to Know Law Provisions.

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.

2. If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Agreement ("Requested Information"), it will notify the Contractor using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Contractor's assistance in responding to such a request under the RTKL the Contractor must:

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor's possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3. If the Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

4. The Authority will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Contractor must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

5. The Authority will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6. If the Contractor fails to provide the Requested Information as provided in paragraph No. 4. ("Contractor's Refusal") the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records ("OOR") and potentially the courts. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor's non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

7. In the event of administrative or legal proceedings, or both, related to Contractor's Refusal, the following will apply:

i. Contractor will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Contractor's Refusal. Contractor will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

9. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Contractor has Requested Information in its possession.

B. Force Majeure. Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

C. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Contractor 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 three (3) years following the termination or expiration of this Agreement. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Contractor 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.

E. 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, any transfer or assignment made without the prior written consent of the Authority shall be void. In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to the Agreement is assigned, or transferred as fully and completely as the Contractor is hereby bound and obligated.

F. Subcontractors. Subcontracting of all or part of the interest of the Contractor in this Contract or in the work covered by this Contract is prohibited and void.

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

H. Notices. Any legal notice or demand given by one party to the other under this Agreement shall be in writing and served by a delivery service, against written receipt or signed proof of delivery addressed to the other party at the address set forth above, unless a party shall have provided written notice to the other identifying a new address for notice. Notice to the Authority shall be labeled "c/o/ General Counsel". All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

I. 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.

J. General Indemnity. Company will be responsible for, and must indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property to the extent arising from the negligence or other tortious acts, errors, and omissions of Company, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Company is responsible for any use of such information not permitted by this Agreement. This indemnification obligation will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Company or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

K. 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 or any party, that is 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.

L. Exhibits and Interpretation. All Exhibits to this Agreement are hereby incorporated by reference as though set forth fully herein. 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 the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

M. 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 (Exhibit "B"), (3) the Contractor's BID (Exhibit "C") and (4) all other exhibits. It is Contractor'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 Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Contractor's own risk and expense.

N. Specific Proposals. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Contractor may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Contractor suspend or modify any of its Services related to this Agreement at any time.

O. Independent Contractor. Contractor agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

P. Applicable Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

Q. Taxes.

1. Contractor 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. Contractor also certifies that its Philadelphia Commercial Activity License No. is:_____. Contractor further certifies that its Federal Tax ID. No. is:_____ _____.

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

R. Ownership of Authority Materials. As between the parties, the Authority shall own and retain all right, title and interest in and to all Authority data, records, policies, statements, advertisements, programs, procedures, files, any and all Authority Provided Resources, such as, documents, or data provided by the Authority, including but not limited to the IFB, and all written summaries, findings and reports, and proposed policies and procedures produced by Contractor pursuant to this Agreement.

S. Insurance. Contractor agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements of the IFB.

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

U. Prior Agreement. This Agreement supersedes and replaces any and all previous agreements between the parties.

V. Recitals. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

W. Separation Clause. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

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:_____

Print Name:_____

Print Title:_____

By:_____
Gabe Roberts
Interim Executive Director

APPROVED AS TO FORM

By: _____
Office of General Counsel

Contractor

Witness: _____

Print Name:_____

Print Title:_____

By: _____

Print Name: _____

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, IFB 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 the Contractor and the 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. The 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. The 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 IFB or proposal submission, or if no IFBs 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 IFB 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 IFB 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 the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Authority that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the 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. 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.

12. 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, IFB 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 IFB, 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 the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the 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 the 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.

Exhibit "B"
Invitation For Bids

Exhibit "C"
Contractor's BID

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
BID NO. 26-22 LANDSCAPING SERVICES AT PHL
APPENDIX C - INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Contractor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority (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. 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:	$1,000,000
(2)	Products/Completed Operations Aggregate:	$500,000
(3)	Each Occurrence:	$500,000
(4)	Personal and Advertising Injury:	$500,000
(5)	Fire Damage (any one fire):	$25,000
(6)	Medical Expense (any one person):	$5,000

   b) General Aggregate must apply on a Per Location Basis as applicable.
   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:
      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: $500,000
   c) Owner must be named as additional insured as shown in requirement #8.

4. Pollution Liability: with minimum acceptable limits of $500,000 per claim aggregate. Contractor shall provide and maintain Contractors Pollution Liability insurance effective (retroactively, if applicable) from the date of commencement of the Work. Coverage shall include but not limited to sudden and accidental pollutant events, non-owned disposal sites (NODS), claims resulting from pollution incidents that occur during transportation, and claims as described below. Owner must be named as additional insured as shown in requirement #8.

a) The Pollution Liability insurance shall cover the liability of all Additional Insured entities on a primary and non-contributory basis and provide a Waiver of Subrogation in favor of the Owner/GC where permitted by law.
b) The Pollution Liability insurance shall include coverage for on-site and off-site bodily injury and property damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold, PCB's, lead or asbestos. The policy shall also include defense and clean-up costs.
c) Should any of the Work involve treatment, storage or disposal of hazardous wastes, Contractor shall furnish a certificate of insurance from the designated disposal facility establishing that the facility operator maintains current Environmental Liability insurance at limits required by Owner.
d) Contractor shall maintain Pollution Liability insurance on a continuous basis through the applicable statute of repose, following completion of the Work. If the controlling legal jurisdiction does not have any applicable statute of repose, the required coverage shall be maintained for the period of the applicable statute of limitations or for a period of seven (7) years, whichever duration is longest.

5. Contractor's Equipment: Insurance shall be maintained by Contractors protecting against loss of, or damage to, Contractor's owned, borrowed or rented equipment, tools, machinery, materials and supplies, including tools owned by Contractor's employees, as well as Contractor's work until final acceptance of the project.

6. Deductibles or Self-Insured Retention's: **Contractor** 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 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. **Contractor's** 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 **Contractor's** insurance will not be cancelled, materially changed in a manner adverse to the Authority 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. Notice is not required where **Contractor** obtains replacement coverage at the levels identified herein, provided there is no lapse in coverage.

9. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
   a) **Contractor** 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 **Contractor** pursuant to this Contract.

b) **Contractor** 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 **Contractor** 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.

10. 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 **Contractor**.

11. 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.

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

13. Prior to the commencement of work or use of premises, **Contractor** 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 transmitted within five days of receipt of these insurance requirements to The Philadelphia Parking Authority 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 **Contractor** 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 **Contractor** who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

14. Failure of **Contractor** to obtain and maintain the required insurance shall constitute a breach of contract and **Contractor** 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 **Contractor** with a written waiver of the specific insurance requirement.

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

16. If work involves subcontractors, **Contractor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Contractor**. The subcontractor's insurance must name the PPA as additional insured. **Contractor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.

17. Failure of **Contractor** to provide insurance as herein required or failure of PPA to require

evidence of insurance or to notify **Contractor** of any breach by **Contractor** 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 **Contractor** 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 **Contractor** and independent of the duty to furnish a copy or certificate of such insurance policies.