

# **INVITATION TO BID**

## **INSTRUCTIONS TO BIDDERS**

### **SECTION 1: INVITATION TO BID**

#### **Scope:**

A contract will be awarded with the requirement to perform, snow and ice removal on all streets and several parking lots at the Harrisburg International Airport, Middletown, Dauphin County PA 17057. The Harrisburg International Airport is owned by the Susquehanna Area Regional Airport Authority (SARAA). Duration of the contract will begin on November 15, 2023, through March 31, 2024. The contract will include two (2) one-year options to perform the same duties during the same time frame each of the following winter seasons. Each extension option must be mutually agreed upon by the contractor and SARAA. Work will include all labor, supervision, transportation and equipment to clear snow and ice from 6 miles of public access roadway which is owned by SARAA. Snow melting materials will be provided by SARAA. This contract will also include an optional "Add/Alternate" to provide manpower of six personnel to assist with snow removal on the "non-movement" ramp area around aircraft gates.

A mandatory pre-bid meeting will take place on Tuesday, September 5, 2023, at 10:00 a.m. in the Harrisburg International Airport maintenance conference room, Building 513, Airport Drive, Middletown, PA 17057. Following the brief meeting there will be a onetime only pre-bid tour of the areas to be cleared. Contract Documents may be obtained by accessing the airport website at [www.flyhia.com](http://www.flyhia.com) under the section doing business with us. Bidding shall be performed in accordance with the specifications attached hereto.

#### **Procedures:**

Bids must be either hand carried or mailed to SARAA, One Terminal Dr., Suite 300 Harrisburg International Airport, Middletown, PA 17057, Attn: Thomas Rotondo

Sealed bids will be received until 2:00 p.m. local time, on Thursday, September 14, 2023 at 2:00 p.m. The bids will be publicly opened and read in the HIA Terminal Building, 3<sup>rd</sup> Floor, Executive Board Room. Any bids received after that time will not be considered and will be returned to the bidder unopened. The outside of the envelope must be plainly marked in the lower left-hand corner "BID PROPOSAL HIA WINTER ROADWAY SNOW REMOVAL CONTRACT."

Proposal guaranty in the amount of 10% of the contract total is required with all bids. Guaranty must be in the form of a bid bond. Attorneys in fact who sign bid bonds, performance bonds, and payment bonds must file with each bond, a certified and effective dated copy of their Power-of-Attorney.

Additionally, the awarded contractor shall be required to furnish a performance bond in the amount of 100% of the one-year contract amount. The bonds made payable to SARAA, must be provided within a fourteen (14) day period after notification of intent to award.

Sealed bid must also include a list of references of which the successful contractor had performed snow removal services for that SARAA may contact. Also, included in the bid package must be an up-to-date certificate of insurance as stated in the Terms and Conditions.

The Susquehanna Area Regional Airport Authority (SARAA) reserves the right to reject any and all bids, to waive any technical or other deficiencies and to accept any proposal that it may deem to be in the best interest of the Authority. SARAA reserves the right to request any additional information or data required to determine qualifications of any or all bidders. Any award shall be as result of compliance with bidding procedure, requirements as stated within the bidding document,

specifications, and being deemed as the lowest responsive and responsible bidder by the Authority. The judgment as to the manufacturer's and /or bidders experience and compliance with bid specifications is solely the responsibility of the agency accepting bids.

The SARAA Contract General Terms and Conditions are incorporated and become part of this or any Agreement precipitated by this Invitation To Bid document.

**Requirements:**

1. Contract prices are to remain firm through the current contract cycle except where annual adjustments permit.
2. The Authority reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.
3. Bidders will be given permission to withdraw any proposal submitted prior to the bid opening provided the Bidder makes their request in writing to the Purchasing Agent. All requests pertaining to withdrawal must reach the Purchasing Agent (Thomas Rotondo), no later than two (2) hours prior to the time fixed for the opening of the bids.
4. The Susquehanna Area Regional Airport Authority (SARAA) is a Municipal Authority created under the Municipal Authority Act of 1945 and is therefore exempt from the Pennsylvania sales and use tax. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of its construction contract.
5. No bid will be considered unless the bid price is firm without qualification. Conditional bids will not be accepted. Bid is based on the acceptance of the bid within ninety- (90) days after the opening time. The prices on any purchase resulting from this quotation shall remain firm until the completion of the order, except as otherwise noted.
6. By signing this proposal, Bidder certifies that (a) the bid has been arrived at independently and is submitted without collusion with any other bidder for the items described herein, and (b) the contents of the bid have not been disclosed by the bidder nor, to the best of his/her knowledge and belief, by any of his/her employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the official opening of the bid.
8. Bidder must return the following documents completed:
  - Bid Submittal Sheet
  - Exhibit-A1- Certificate of Insurance Coverage
  - Exhibit-A2- List of References
  - Bid Bond (equal to 10% of the contract total)
9. Contractor shall comply with the Commonwealth of Pennsylvania Contractor Integrity

**NOTE: The penalty for making false statements in offers in prescribed in 18 U.S.C. 1001**

## **Scope of Services:**

Contractor will perform snow and ice removal for SARAA, at the Harrisburg International Airport, on the following streets,

Airport Drive, from the west end at gate 80 to the east end at the intersection of Ann Street.

Terminal Drive (Loop Road), including the entrance and exit from Airport Drive, all four lanes in front of the terminal building, the bus lane and the entire loop.

Olmstead Drive, from the split off of Airport Drive, to the east end at gate 4.

Third Street and Tug Road, from Airport Drive and including south of Olmsted Drive.

Access Road from Airport Drive into the parking lot at building 513.

The highway connectors from Airport Drive to Route 230 and from Route 230 onto Airport Drive

**Contractor must be on site at first instance of accumulating snow or ice.**

All streets must be maintained throughout all storms with accumulating snow.

Contractor will also perform snow and ice removal of the following parking lots in their entirety. Primary lots must be maintained fully for the duration of all storms with accumulating snow. Secondary lots will be cleared post storm OR when snowfall amounts are greater than 5" in accumulation.

Primary lots include:

The loading dock of the terminal.

The managers parking lot at the terminal.

The parking lot north side of building 513.

South side of 513 including the fuel island and potassium acetate storage tanks

514 parking lots (side and rear of building) and access on all sides of the building

The cell phone lot.

Also, gate 60 must have access maintained throughout events.

Wastewater treatment facility (access to and around all sides of the buildings)

Secondary lots include:

- Wastewater treatment facility, (western half of the lot)
- Water treatment facility
- Building 208, including the access in from Airport Drive and the double lane on the south side of the building.
- Clear entrance area to Building 520 (Water Treatment Plant) and Building 521 (Airfield Winter Chemical Storage Igloo).

All drains along roadways, parking lots and their entrances must be kept clear and free to allow melting snow to drain properly.

SARAA will be responsible for pre-treating streets and overhead ramps prior to events.

SARAA will provide salt and anti-skid material for contractor to use during events.

Snowfall up to 12" – contractor will move to SARAA designated locations on the airport.

Snowfall over 12" - contractor is responsible to move to a location offsite.

Contractor will provide their own method (machinery) for loading salt and anti-skid material.

If sub-contractors are required to complete additional tasks, a representative of the primary contractor must be on site at all times.

All damages to grounds and property must be repaired to their original state and condition at the contractor's expense.

**Add/Alternate:**

This Add/alternate may or may not be included during each contract year or optional contract period.

Vendor is to provide six employees to assist SARAA personnel with snow removal on the non-movement ramp area around the gate areas of the airport terminal. These six people will be divided into two 12 hour shifts as directed by SARAA management.

Ramp area to be cleared is approximately 44 acres.

Employees will be required to be onsite from the beginning of each snowfall until the end of each snowfall including cleanup after each event.

Employees included in this Add/Alternate will operate SARAA owned equipment and will be trained to do so. This equipment will include large front loaders with large plows (hogs), equipment with broom attachments, as well as smaller snowplows.

Employees will be required to pass an FBI background check. Once background checks are approved, each employee is required to be badged in accordance with SARAA guidelines. Approved vendor will be required to purchase ID badges at a cost of \$81.00 per badge. Lost badges will be replaced at a cost of \$100.00 per badge. All ID badges are required to be turned back into SARAA Badging Office at the end of the contract period.

## **EXHIBIT A: CONTRACT TERMS AND CONDITIONS**

### **GENERAL TERMS AND CONDITIONS**

1. **Conditions Incorporated.** These Contract Terms and Conditions are incorporated into the Agreement and made a part thereof as if fully set forth therein. In the event of any inconsistencies between the Agreement and the Conditions, the Conditions shall control. The Agreement (with the Conditions incorporated) represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral.
2. **Interference or Disruption of SARAA's Operations.** The Contractor shall, at all times, perform its obligations under and exercise any privileges granted by the Agreement in such a manner as to avoid interference with or disruption of all operations at the Harrisburg International Airport (the "Airport"). Furthermore, Contractor acknowledges and agrees that any rights or privileges granted to the Contractor by the Agreement are subordinate to SARAA's obligations, as owner of the Airport, to the general public, the airlines, the tenants and the Transportation Security Administration (TSA) at the Airport.
3. **Compliance with Laws and Rules.** In carrying out any activities at the Airport, Contractor shall comply strictly with all requirements of all rules established by SARAA from time to time for activities at the Airport and all governmental authorities having jurisdiction at the Airport, and with all state, federal and municipal statutes, ordinances, regulations, rulings, and other governmental requirements which are or may at any time hereafter become applicable to the Airport, the activities conducted thereon, and/or to the Contractor, including, without limitation, SARAA's Master Security Plan and/or TSA regulations. Any violation of any rule or governmental requirement shall, at the option of SARAA, and in addition to any assessment or imposition of any other penalty by law, be cause for immediate termination of the Agreement.
4. **Representations and Warranties of Contractor.** In addition to, and not in substitution of, any representation and warranty of Contractor made in the Agreement, Contractor hereby represents and warrants that:
  - (i) Contractor is either (a) incorporated in or has a certificate of authority to do business in the Commonwealth of Pennsylvania, or (b) is sui juris and of full capacity to execute and deliver the Agreement, and to perform all obligations thereunder;
  - (ii) the persons executing the Agreement on behalf of the Contractor are duly authorized to do so and to legally bind the Contractor without further approvals or authorization of the directors, partners, officers or shareholders of the Contractor;
  - (iii) the Contractor has the requisite power and authority to enter into and carry out the terms of the Agreement and no further notice to or approval of any board, court, government agency or other body,

- person or entity is necessary in order to permit the Contractor to perform under the Agreement;
- (iv) the Agreement constitutes a legal, valid and binding obligation of the Contractor, enforceable against Contractor in accordance with its terms; and
  - (v) the execution and delivery of the Agreement by the Contractor and the performance of the Agreement by the Contractor will not violate any existing order, judgment or decree, or violate or conflict with or result in a breach of any provision of or constitute a default under, any existing indenture, loan document, security instrument or other agreement or instrument to which the Contractor is a party or to which the Contractor is otherwise bound.

5. **Insurance.** Contractor, at Contractor's sole cost and expense, shall maintain and keep in effect throughout the term of the Agreement:

Prior to commencement of any work under the Contract, the Contractor and each and every Sub-Contractor of the Contractor shall, at its sole expense, maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the work is located and furnish to SARAA Certificates of Insurance evidencing same. In addition, Contractor is required to forward these Insurance Requirements to the Contractor's Insurance Agent/Broker for their review and approval.

The term "Contractor" as used in these Insurance Requirements shall mean and include Contractors and Sub-Contractors of every tier.

**Workers' Compensation and Employers Liability:** in the State in which the work is to be performed and elsewhere as may be required

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
 

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
- c) Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming SARAA.

**Commercial General Liability:** (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage, and Explosion, Collapse and Underground Coverages).

- d) Occurrence Form with the following limits:
  - (1) General Aggregate: \$2,000,000
  - (2) Products/Completed Operations
 

Aggregate:	\$1,000,000
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Each Occurrence: \$1,000,000  
(3) Personal and Advertising Injury: \$1,000,000

- e) Products/Completed Operations Coverage must be maintained for a period of at least [two (2)] years after final payment.
- f) The General Aggregate Limit must apply on a Per Location basis.
- g) Contractual Liability (including Liability for Employee Injury assumed under a Contract) provided by the Standard ISO Policy Form CG 00 01. Policy does NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for the Contractor's Sole Negligence which has been assumed by Contract. Policy must include Snowplow operations coverage including Endorsement CG 22 92 or its equivalent.

Automobile Liability:

- h) Coverage to include:
  - (1) All Owned, Hired and Non-Owned Vehicles (Any Auto)
  - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- i) Per Accident Combined Single Limit \$1,000,000

Commercial Umbrella Liability:

- j) Occurrence Limit: \$5,000,000
- k) Aggregate Limit (where applicable): \$5,000,000
- l) Policy to apply excess of the Commercial General Liability (following form Per Project Aggregate Limit), Commercial Automobile Liability and Employers Liability Coverages.

Property Insurance: Contractor is responsible for any damage to their work, materials, equipment, tools, etc.

In addition, the Contractor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against SARAA and all the Additional Insured and any of their agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work or any other type of property insurance (such as Contractor's Equipment, Installation Floater) maintained by Contractor.

Pollution Legal Liability Coverage (if applicable, indicated by an "x" ☒): Contractor shall maintain insurance covering losses caused by Pollution Conditions that arise from the operations described under the scope of services of this Contract.

- m) Per Claim/Aggregate Limit: \$1,000,000/\$1,000,000
- n) If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least [two (2)] years after final payment.
- o) If coverage is written on a Claims-made basis, the Contractor warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this Contract (including any Design Work for this Contract); and that continuous coverage will be maintained for a period of at least [four (4)] years after final payment to provide [two (2)] years of completed operations coverage and an additional [two (2)] years to report claims that are made.

Self Insured Retentions / Deductibles:

With the exception of Workers Compensation and Employers Liability, none of the Liability policies of insurance required of the Contractor by this agreement shall contain self-insured retentions, deductibles or any other type of retention in excess of [\$50,000], unless agreed to in writing by SARAA.

Financial Rating and Admitted Status of Insurance Companies:

- p) A.M. Best Rating: A- (Excellent) or Higher
- q) A.M. Best Financial Size Category: Class VII or Higher
- r) Insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the work is located

To the fullest extent permitted by law, SARAA (including their agents, employees, representatives, officers, directors, stockholders, members and managers) shall be included/added as ADDITIONAL INSURED on all liability policies, even for claims regarding their sole negligence. The coverage offered to the ADDITIONAL INSURED on Contractor's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSURED and shall not permit or require such other coverage to contribute to the payment of any loss. In addition, the ADDITIONAL INSURED shall also be provided the same Completed Operations Coverage detailed under the Commercial General Liability Coverage Requirements. Contractor agrees, for the purpose of additional insured coverage only, that the Work is being performed for all ADDITIONAL INSURED identified above and that this Agreement is an agreement between Contractor and all ADDITIONAL INSURED to provide additional insured coverage.

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

**Waiver of Recovery/Subrogation:** The Contractor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against SARAA and any of their agents and employees for loss or damage covered by any property insurance maintained by the Contractor whether maintained pursuant to this Agreement or otherwise.

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 or any of their Sub-Contractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.

Prior to the commencement of work and/or payment, the Contractor shall file Certificates of Insurance with SARAA showing the policies, limits, and coverages required under these provisions. Furthermore, Contractor shall provide an updated Certificate of Insurance for SARAA upon request. Project description and Job Number must be shown on the Certificate of Insurance. Contractor's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, SARAA's acceptance of, or failure to object to, a Certificate of Insurance showing coverage varying from these requirements or by SARAA's direction to commence work. Any work performed without furnishing a Certificate of Insurance is at Contractor's sole risk.

In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, SARAA shall have the right (but not the obligation) to take out and maintain such Insurance as specified above as will protect the SARAA. Contractor agrees to furnish all necessary information therefore and to pay the cost thereof to SARAA immediately upon presentation of an invoice.

In the event that Contractor enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed this Agreement, these Insurance Requirements and the Indemnification Provision below, shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Contractor executed the same by affixing a signature hereto.

**Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend **SARAA** and their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies (the "Indemnified Parties") from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including Contractor's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties, whether performed at the site or not or in any way connected with the use, misuse, erection, maintenance, operation or failure of any machinery or equipment whether or not such machinery or equipment was furnished, rented or loaned by any of the Indemnified Parties) even for, and if caused in part by, any act, omission, negligence, or strict liability of the Indemnified Parties. It is expressly understood and agreed that the indemnity and defense contained in this paragraph covers claims by Contractor's employees and that Contractor expressly waives any defense to this indemnification obligation which

may arise under the Workers' Compensation Act of any State. In addition, Contractor shall defend the Indemnified Parties against any claim which may potentially give rise to indemnification of the Indemnified Parties, even if such claim alleges that the Indemnified Parties are wholly or partially at fault or strictly liable for causing the loss. If Indemnification for the Indemnified Parties' negligence is expressly prohibited by Law, such defense shall continue until it is conclusively established by a court of competent jurisdiction that: 1) the Indemnified Parties are solely liable for causing the bodily injury or property damage alleged; and 2) that neither Contractor, nor its employees, nor anyone for whom Contractor may be liable, is liable for causing any part of the bodily injury or property damage for which defense and indemnification is sought. It is further expressly agreed that Contractor assumes the fullest extent of all obligations to indemnify and defend all parties whom SARAA is obligated to indemnify and defend in SARAA's contract with [Landlord or other parties] (whether or not such obligations may extend to items beyond those addressed in this Agreement).

Contractor and SARAA further agree that the Laws of the Commonwealth of Pennsylvania shall apply to the construction and application of the Indemnification and Hold Harmless Agreements set forth above. If any provision herein is found by a court to be invalid or unenforceable for any reason, such provision shall be construed and/or reduced or reformulated by the court in such a way as to make it valid and enforceable to the maximum extent possible. Any invalidity or unenforceability of any provision shall attach only to such provision and shall not affect or render invalid or unenforceable any other provisions herein, shall not constitute a waiver of any common law indemnification rights, or render invalid or unenforceable any other portion of the Contractor Agreement

The obligations of the Contractor to maintain Insurance, provide Indemnification and provide a Waiver of Recovery/Subrogation shall survive any termination of this Agreement or the suspension, completion and/or acceptance of the Work or any part thereof, or final payment to Contractor, it being agreed that such rights and obligations are and shall be of a continuing nature and effect.

6. **Environmental Laws.**

(a) Contractor covenants and agrees (i) to comply with all applicable environmental laws, (ii) not to discharge, dump, spill, handle or store at the Airport any hazardous substances, materials, or wastes (as defined in any environmental law, as defined below), (iii) not to disturb the surface of the Airport (except as expressly provided in the Agreement or as approved in writing by SARAA), and (iv) to provide to SARAA, immediately upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any

source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of Contractor under environmental laws or which seeks criminal or punitive penalties from Contractor for an alleged violation of environmental laws. Regardless of the foregoing, Contractor may handle and store hazardous substances and materials at the Airport as may be customarily handled and stored in connection with the operation of Contractor's business so long as such substances and materials are stored and handled in accordance with all environmental laws (as defined below). Contractor further agrees to advise the SARAA in writing as soon as Contractor becomes aware of any condition or circumstance which may result in a potential violation of any environmental laws. This provision shall not relieve Contractor from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

(b) If based on credible evidence, there exists any uncorrected violation by Contractor of an environmental law or any condition resulting from the acts or omissions of Contractor, its subcontractors, or their officers, partners, employees, agents, contractors or invitees which requires, or may require, a cleanup, removal or other remedial action (the "Remedial Action") by Contractor under any environmental laws and if the Remedial Action is not completed by Contractor within fifteen (15) days from the date of written notice from SARAA to Contractor, the SARAA may declare an event of default hereunder; provided that if violation reasonably cannot be mitigated within fifteen (15) days from the date of the written notice and Contractor promptly commences and thereafter diligently pursues the completion of the mitigation, then the fifteen (15) day period shall be extended until the mitigation is completed.

(c) For the purposes of this Agreement, the term "environmental law" shall mean all federal, state and local statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances, materials or wastes including, but not limited to, the Pennsylvania Hazardous Sites Clean-Up Act of 1988, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, and regulations of the Nuclear Regulatory Agency.

(d) Contractor agrees fully to indemnify and save and hold harmless SARAA (the "Indemnified Parties") from and against all claims and actions and all expenses incidental to the investigation and defense thereof, including reasonable litigation expenses and attorneys' fees, based on or arising out of damages or injuries to persons or their property, resulting from Contractor, its subcontractors or their officers, partners, agents,

employees, contractors or invitees violating provisions of this Paragraph. The Indemnified Party or Parties shall give to Contractor prompt and reasonable notice of any such claim or action, and Contractor shall have the right to investigate, compromise, and defend the same.

7. **License Fees and Permits.** Contractor shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of the Agreement and the privileges extended thereunder.
8. **Assignment.** Contractor shall not assign or otherwise transfer its interest under the Agreement without obtaining the prior written consent of SARAA, which consent shall be at SARAA's sole and absolute discretion. SARAA may assign or otherwise transfer its interest, duties, rights and/or obligations hereunder to any authority or other successor in interest. SARAA may assign, pledge or take appropriate action with respect to the Agreement and its rights and interest thereunder for any purpose relating to obtaining loans, the issuance of bonds, or other revenue generating devices without obtaining the consent of the Contractor.
9. **Security.** In the event the Contractor is to access the Airport under the Agreement, SARAA is not responsible to provide, or cause to be provided, any security protection during the term of the Agreement, except for any security arrangements routinely provided by SARAA to other third-party users of the Airport. The Contractor shall have the right, but shall not be obligated to provide, such security protection as it may desire at its own cost. Such right, whether or not exercised by Contractor, shall not in any way be construed to limit or reduce the obligations of the Contractor hereunder.
10. **Independent Contractors.** SARAA and the Contractor are independent Contractors, and the Agreement shall not be deemed to establish any joint venture, partnership or relationship of the parties other than that of independent contractors.
11. **Standard of Performance.** Contractor agrees to provide services under the Agreement in accordance with the highest generally accepted standards and practices for the services being provided.
12. **Termination of Agreement for Cause.** If for any reason, Contractor shall fail to timely and properly perform its obligations under the Agreement, or if Contractor shall violate any of the covenants, terms or conditions of the Agreement, SARAA may, in SARAA's sole discretion, terminate the Agreement by giving written notice to Contractor setting forth an effective date of termination which shall be no earlier than fifteen (15) days from the date of the notice.
13. **Termination for Convenience.** SARAA may terminate the Agreement without cause and for convenience upon 30 days written notice to Contractor. Contractor shall be paid for all work performed through the date of termination. Contractor shall not be

entitled to any other payment or damages of any kind as a consequence of a termination pursuant to this paragraph.

14. **Nondiscrimination/Sexual Harassment.**

- (a) During the term of this Agreement, the Contractor agrees as follows:
  - (i) The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of race, creed, religion, color, age, sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status who is qualified and available to perform the work to which the employment relates.
  - (ii) Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Agreement on account of race, creed, religion, color, age (40 and over), sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status.
  - (iii) The Contractor and any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice of sexual harassment will not be tolerated and employees who practice it will be disciplined.
  - (iv) The Contractor shall not discriminate on the basis of race, religion, color, age, sex, disability, national origin, ancestry, disabled veteran status or Vietnam-area veteran status in the selection and retention of subcontractors or in the procurement of materials or supplies or leases of equipment. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by SARAA or any other appropriate governmental entity for purposes of investigation to ascertain compliance with the provisions of this non-discrimination/sexual harassment clause. If the Contractor does not possess documents of record reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by SARAA or any other appropriate governmental authority.
- (b) The Contractor shall include as covenants, agreements and obligations of concessionaires and subcontractors, the non-discrimination/sexual harassment provisions contained in this section in all contracts and agreements, including, but not

limited to, contracts for the procurement of materials or supplies or leases of equipment. The Contractor shall take such action with respect to any subcontractor, supplier, lessor or other applicable entity as SARAA or any appropriate governmental authority may direct as a means of enforcing such provisions, including the enforcement of sanctions for noncompliance.

(c) The Contractor agrees that it shall furnish to SARAA or any other appropriate governmental authority, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

(b) These provisions are required by the FAA pursuant to Title 14, Code of Federal Regulations, Part 152, 45 Federal Register 10184 (February 14, 1980), as a condition of and a prerequisite to SARAA's receipt of Federal assistance in connection with certain airport facilities.

(c) SARAA may cancel or terminate this Agreement, and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this nondiscrimination/sexual harassment clause.

15. **Americans with Disabilities Act.** During the term of this Agreement, the Contractor agrees as follows:

(a) Pursuant to Federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "general prohibitions against discrimination" 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless SARAA from all losses, damages, expenses, claims, damages, suits and actions brought by any party against SARAA as a result of the Contractor's failure to comply with the provisions of this paragraph.

16. **Civil Rights.** The Contractor covenants and agrees that it will comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, now or hereafter in effect, promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted on the Airport.

17. **Affirmative Action.** With respect to the Airport, the Contractor covenants and agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; and that it will require that its covered suborganizations provide assurance to the Contractor that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect and to the extent that said requirements are applicable, as a matter of law, to Contractor.
18. **Subordination to U.S. Government.** This Agreement shall be subordinate to the provisions of any existing or future agreements(s) between SARAA and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to SARAA for Federal funds for the development of the Airport, provided that if any such agreements shall materially adversely affect the Contractor's right to use the Airport in accordance with this Agreement, then Contractor may terminate this Agreement upon thirty (30) days' written notice to SARAA.
19. **Wavier.** No waiver, default or failure to demand performance of any of the terms or conditions of the Agreement shall be construed as a waiver of any subsequent default of any of the terms and conditions of the Agreement, and neither party shall be precluded from later enforcing any of the terms and conditions of the Agreement.
20. **Notices.** Any notices, demands, requests or other instruments which are or may be required or permitted hereunder, shall be deemed sufficiently given if delivered (i) in person, or sent by (ii) registered or certified United States mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier services, such as Federal Express, for next business day delivery and addressed to SARAA or the Contractor at the addresses set forth below:

To SARAA:                      Mr. Timothy Edwards  
Executive Director  
Susquehanna Area Regional Airport Authority  
One Terminal Drive, Suite 300  
Middletown, PA 17057

To Contractor:

or at such other person or address as either party may specify by notice given as provided herein to the other party. All notices shall be deemed to have been given upon receipt, except for notices sent by certified mail, return receipt requested, which the addressee party refuses delivery. In that event, the notice shall be deemed to have been given on the date on which the party first refuses delivery.

21. **Confidentiality**. No documents, data, plans, reports or other documents or materials arising out of the Agreement shall be made available by Contractor to any other individual or entity without the prior written consent of SARAA.
22. **Availability of Records**. Contractor agrees to keep all records pertaining to the services performed under the Agreement and to make such records available to SARAA and the Federal Aviation Administration during the term of the Agreement and for a period of not less than three (3) years following the final payment for services performed under the Agreement. If requested in writing, the Contractor shall make copies of such records available to SARAA at the offices of SARAA, at the Contractor's cost.
23. **Successors**. Respective rights and obligations provided in the Agreement shall bind and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Contractor unless SARAA's written consent for the transfer to such successor has first been obtained.
24. **Captions**. Marginal captions, titles or exhibits to the Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of the Agreement.
25. **Entire Agreement**. The Agreement, including all exhibits, contains all of the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof. There are not customs, promises, terms, conditions or obligations referring to the subject matter or inducements leading to the execution thereof, other than those contained herein.
26. **Interpretation**. In interpreting the Agreement, there shall be no inference, by operation of law or otherwise, that any provision of the Agreement shall be construed against either party hereto. The Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted.
27. **Governing Law**. The Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law provisions. Any action to enforce or interpret this Agreement or otherwise arising from this Agreement shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania.

28. **Amendment.** The Agreement shall not be amended except by a writing executed by both parties.
29. **Severability.** If any term or provision of the Agreement, or any application thereof, shall be held invalid or non-enforceable, the remaining terms and provisions of the Agreement, or the application of such terms or provisions which have been held valid or enforceable, shall not be affected thereby.
30. **Counterparts/Facsimile.** The Agreement may be executed in any number of identical counterparts, all of which shall evidence only one agreement. A signature to the Agreement delivered by telecopier or other artificial means shall be deemed valid if a manually signed copy of such signature is delivered within two (2) days after such telecopy or other signature is delivered.

**CONTRACTOR INTEGRITY.** The Contractor integrity provisions attached hereto as Exhibit "B" and incorporated herein by this reference shall be applicable to the Agreement.

## **BONDS**

### **1. Performance Security:**

- 1.1. Contractor shall furnish a performance in an amount of 100% of the one-year contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. All Bonds shall be in the forms prescribed by the bidding documents and be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act
- 1.2 This Performance Bond shall cover work done by the Contractor on this contract and any subcontractors in his/her employ at any tier. Any work bid out separately by SARAA will be bonded separately. The Contractor's original bond will not be reduced if SARAA decides to bid out work.
- 1.3 If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 1.1 above, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to SARAA.

## **PERSONAL LIABILITY OF SARAA OFFICIALS**

1. In carrying out any of the above provisions of this Contract, or in exercising any power or authority granted to SARAA hereunder, there shall be no liability upon any officer of SARAA, or its authorized employees, either personally or as an official of SARAA, it being understood that in such matters each such person acts as an agent and representative of SARAA.

### **FORCE MAJEURE**

Neither SARAA nor Contractor shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of materials, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

### **NO WARRANTIES OF INDUCEMENTS**

1. By executing Contract, Contractor acknowledges that SARAA does not warrant the validity of any information that may have been furnished to Contractor concerning the volume of passengers who have traveled through the Airport in the past, recommended Maintenance Services, amounts of square footage, or maintenance and operation cost rates or totals, and that SARAA has not intended to provide or warrant any forecast of future passenger volumes, recommended Maintenance Services, or maintenance and operation costs rates or totals; that such information as SARAA has furnished with respect to these and other matters has been intended merely as one source of information available for consideration by Contractor, which Contractor has been encouraged to verify through its own investigation; that in this proposal, Contractor has relied upon its own resources as to all of these matters; and that it has not relied upon any inducements or forecasts of SARAA.

### **CONTRACTOR'S DEALINGS WITH SARAA**

1. Whenever in this Contract, the Contractor is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with SARAA, the Contractor shall deal with SARAA's authorized representative; and unless or until SARAA shall give Contractor written notice to the contrary, SARAA's authorized representative shall be the Executive Director.

### **INDEPENDENT CONTRACTOR**

1. The parties hereto agree that the Contractor is an independent contractor and not subject to direction or control of SARAA, except as specified in this Contract, and

except by general rules and regulations adopted for the control and regulation of the Airport and its facilities.

## **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 SARAA.
  - b. Consent means written permission signed by a duly authorized officer or employee of SARAA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, SARAA shall be deemed to have consented by virtue of execution of this agreement.
  - c. Contractor means the individual or entity that has entered into this agreement with SARAA, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
  - d. Financial interest means:
    - (1) ownership of more than a five percent interest in any business; or
    - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. Gratuity means any payment of more than normal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations or other requirements.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
4. The Contractor shall not, in connection with this or any other agreement with SARAA, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone 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 SARAA.

## **EXHIBIT "B"**

5. The Contractor shall not, in connection with this or any other Agreement with SARAA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of SARAA.
6. Except with the consent of SARAA, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.
7. Except with the consent of SARAA, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify SARAA in writing.
9. The Contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of SARAA or an appropriate governmental authority, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by SARAA or an appropriate governmental authority to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Agreement unless otherwise provided by law.
11. For violation of any of the above provisions, SARAA may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with SARAA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those SARAA may have under law, statute, regulation or otherwise.

#### EXHIBIT "B"

# HIA Roadway Winter Snow Removal Contract Bid Sheet

Company Name:

Address:

Phone Number:

Contact Person:

## SECTION A:

Provide the cost conducting monthly, and total cost to provide roadway and specific parking lot snow removal at the Harrisburg International Airport. All pricing shall be based on the cost of operation, unless otherwise stated.

### HIA Roadway Snow Removal:

Prorate cost November 15th – 30th \$ \_\_\_\_\_

Monthly Cost December - March \$ \_\_\_\_\_

Total 4.5-month Contract Cost \$ \_\_\_\_\_

### Add/Alternate:

Prorate cost November 15<sup>th</sup> – 30<sup>th</sup> \$ \_\_\_\_\_

Monthly Cost, December – March \$ \_\_\_\_\_

Total 4.5-month Add/Alternate Cost \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Preparer

\_\_\_\_\_  
Company Title