

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(SEALED BID CONTRACTS)**

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's Policy is applicable to this Invitation and Bid (hereinafter, "Bid").

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE: GOOD FAITH EFFORTS

WBE: GOOD FAITH EFFORTS

DSBE: GOOD FAITH EFFORTS

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

¹ "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oEO

towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the Bid as nonresponsive, although the City, at its sole discretion, may allow Bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The bidder's listing of a commitment with an M/W/DSBE constitutes a representation that the Bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the Bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Bid, Bidder must explain what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive, although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certifying directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The Successful Bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the

M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The Successful Bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The Successful Bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The Successful Bidder's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment

shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City’s failure to enforce any provision or the City’s indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City’s rights in connection with any contract resulting from this Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:		Name of Bidder/Proposer:				Bid/RFP Opening Date:		
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.								
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
2. Attach all quotations to this form.

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SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: TURF MANAGEMENT-VARIOUS DEPARTMENTS**

1.2 **SCHEDULE NO: 801-03**

1.3 **CONTRACT TERM: 01/01/2013 to 12/31/2013** (“Initial Term”), with an option to renew for up to **Three (3)** additional **One (1)** year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.3.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City’s Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

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1.4 CONTRACT TYPE: REQUIREMENTS

1.4.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

1.4.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Commodities or services on the bid to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The successful bidder(s) obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful vendor will be required to furnish a Performance Bond or Performance Security Fee to cover units awarded to him.

1.5 METHODOLOGY OF ACQUISITION: PURCHASE only.

1.6 STATEMENT OF DIRECTION:

It is the intent of the City of Philadelphia to make an award for **Turf Management – Various Departments** for the various City agencies and departments as specified herein during the contract period.

1.7 BID SECURITY

1.7.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

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Bidders already enrolled in the City's Master Bid Security Program for July 1, 2012 to June 30, 2014 are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

The Master Bid Security Program allows bidders to qualify for bid security for individual bids submitted during the covered bidding period provided the individual bid total is \$500,000.00 or less.

1.7.2

Bids Opening July 1, 2012 through June 30, 2014

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2012 – June 30, 2014** by submitting a check in the amount of **\$200.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.7.3

If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION:**

1.8.1

All information concerning this bid will be contained in this bid document as issued or amended.

1.8.2

Information provided verbally by any City official shall not be binding or relevant.

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1.9 BID SUBMISSION:

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the “Terms and Conditions of Bidding and Contract.”
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on Invitation and Bid, bidders are reminded that the submission of a blank “Commerce Department Office of Economic Opportunity (OEO)” Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

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1.9.8 **LOCAL BIDDING PREFERENCES**

In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

Prime or subcontractor's LBE Certification Number_____

If applicable:

Subcontractor's Name_____

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application.

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1.9.9

BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than ten (10) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City’s best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

Indicate below to whom in your firm questions concerning this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

Indicate below to whom in your firm questions concerning the Contract resulting from this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.10 BIDDER QUALIFICATION:

1.10.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid, and demonstrate the bidder's ability to perform on a contract of this size and scope.

Please note that reference information in each section must be completed. Failure to submit this information may result in the bidder's disqualification.

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SECTION 1:

Customer References other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions).

	A.	B.	C
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

Previous purchase order(s)/contract(s) with the City; (State "None" if applicable)

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

NOTE: Do not provide the name and phone number of a Procurement Department Buyer in this section. Contact name(s) and phone number(s) must be from a City ordering department.

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1.10.2 The contractor is to submit information regarding services rendered within the last two (2) years, of a size and scope similar to the bid requirements that will demonstrate its ability to successfully perform under the terms of this Invitation and Bid. Also, contractor is to include in the bid information on company ownership, history, present number of employees, bank references and annual gross sales.

1.11 **EQUIPMENT:**

1.11.1 The contractor is required to have, as a minimum, the following:

Equipment for Turf Management

- One (1) 16' wing mower.
- Two (2) 72" riding mowers
- Two (2) 21" trim mowers
- Two (2) string trimmers

Mower blades must be kept sharp at all times, blades will be inspected periodically.

1.11.2 The Contractor shall submit with his/her bid a list of equipment to be utilized that will demonstrate the Contractor's capability to successfully perform the services required on the items bid. The City reserves the right to inspect the contractor's facilities to determine its capabilities. Based on a review of the vendor's operational, managerial, equipment and financial capacities, the City of Philadelphia will determine the number of areas for which a vendor will be eligible for award. The City reserves the right to request documentation to show evidence of the bidder's operational, managerial, equipment, and financial capabilities prior to award.

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1.12 **SITE INSPECTION**

1.12.1 **SITE INSPECTION - MANDATORY**

Vendors shall examine each site, for which they intend to bid, in detail where work is to be done and acquaint themselves with conditions affecting the work area for which they will be held responsible. Each location listed in Sections 2.2.1 through 2.2.5 of the bid will have a Mandatory Site-Inspection date and time listed and vendors are required to attend on that given date and time.

Attachments of “Certification of Site-Visit”, found at the back of the bid, must be completely filled out by the vendor and signed by the Contract Administrator or his designee, certifying the completion of the Mandatory Site Inspection at each given location.

Vendors are encouraged to review, in advance, the Dates and Times listed for all Mandatory Site-Visits as listed in both Section 2, Specifications, and on the Certification Sheets. Failure to attend the Mandatory Site-Visits on the Dates and Times listed shall disqualify vendor from award of Sections 5.1 through 5.5 of this Invitation and Bid.

1.12.2 Bidder is responsible for examining prior to bid submission, in detail the sites of the work to be done, shall acquaint himself/herself with conditions affecting the work, and if applicable, shall take his/her own measurements for which he/she will be held responsible. The bid shall be prepared with due regard to the conditions existing or to be anticipated at the site of the work.

Attendance at the sites are Mandatory. Failure to submit a sign Certification of Site Visit form will disqualify bidder.

The Contract Administrators for each of the various Department locations in this bid are listed as follows:

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<u>SECTION (S)</u>	<u>CONTACT</u>	<u>TELEPHONE NO.</u>
2.2.1.1	Office of Fleet Management Roger O'Brien	215- 685-9100
2.2.1.2	Office of Fleet Management Dennis Sroczyk	215-685-9800
2.2.1.3	Office of Fleet Management Jim Hopkins	215-685-2077
2.2.1.4	Office of Fleet Management Bruce Donatelli	215-685-1857
2.2.2	Department of Public Property Deborah McKee	215-686-4563
2.2.3	Health Department Dave Quain	215-685-7450
2.2.4	License & Inspection Deborah Ragin	215-686-2393
2.2.5	Free Library of Philadelphia Paul Pettus	215-686-5383

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SECTION 2: SPECIFICATIONS:

2.1 TURF MANAGEMENT TASK DESCRIPTIONS

2.1.1 Turf will be maintained at a height of two and one half inches in warm weather and two (2) inches in cool weather unless otherwise directed by the City Department. Mowing needs will be dictated by rapidity of turf growth. In general, mowing schedule shall be in accordance with the cutting frequency listed for each City location, unless otherwise directed by the designated Department Contract Administrator for each location listed above in Section 1.12. Clippings need not be removed from turf areas unless they are clumped and appear unsightly.

However, clippings and debris will be promptly removed from paved areas. Discharge of grass clippings into roadways or foot paths is prohibited. As part of the mowing task, all obstructions in the turf area will be trimmed neatly and carefully. Mower damage to trees will be closely monitored. Sufficient damage, as determined by City representatives, will be cause for the contractor to replace affected trees.

2.1.2 The landscape and hard surfaces, including walkways, will be kept litter and trash free at all times. Trash around waste baskets and on the turf areas will be removed prior to mowing. At no time will City staff accept the mowing of litter. All debris (organic and inorganic) will be removed as needed and disposed of in a proper manner by the contractor. Trash and debris shall not be deposited in City wastebaskets. City staff will be responsible for removal and emptying of wastebaskets. The intention is to maintain the entire landscape in a neat and tidy manner. Proper disposal of debris is the responsibility of the contractor.

2.1.3 Contractor shall supply all equipment and materials necessary to complete assigned work.

2.1.4 All work will be performed with consideration of safety to City personnel and the general public. All precautions necessary to insure public safety will be the responsibility of the contractor.

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2.2 **TURF MANAGEMENT LOCATIONS**

2.2.1 **Office of Fleet Management Locations:**

Upon arrival at all OFM locations, vendor shall contact location administrator. After service is completed, a service log sheet shall be signed by location administrator authorizing work was completed in a satisfactory manner. A copy of this log sheet shall be left with location administrator and a copy submitted with invoice for payment. Failure to complete this sheet will result in non payment for services.

All weeds in each shop location are to be cut and removed. Spraying will not be accepted unless otherwise indicated.

Mandatory Site Inspections will be held on Monday, November 5th, 2012 at the referenced OFM locations. The attached Certification of Site Visit sheets must be signed by the designated City contact person and completed by vendor.

2.2.1.1 **100 East Hunting Park Avenue (Shop 134)**

Location Administrator: Roger O'Brien 215-685-9100

Turf Management Services at this location must be performed within the time period of 6 a.m. to 2 p.m., Monday through Friday.

Mandatory Site Inspection Date – Monday, November 5th, 2012 at 9:00 AM

- (a) The following areas shall be cut two times per month, to include pick-up and removal of all trash and debris. Site shall be completely clear of all trash, debris, and clippings. A total of sixteen (16 cuts) between April and November or as directed by the Contract Administrator.

Each service shall include the following:

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Cutting and clearing of all weed trees in all areas.
Overgrowth to be completely removed.

Outside perimeter of location shall be cut and trimmed with all weeds, trash and debris removed. All clippings shall be completely removed.

Cut down weeds along fence line along entire outside perimeter. Remove all trash and debris. Cut down weeds along left side of fence at property entrance from start of gate to approximately 50 yards up the hill.

Cut, trim and remove weeds from parking lot and fuel station. Remove all trash and debris. Overgrowth to be completely removed from area.

Cut trim, remove weeds and remove trash around all inside perimeter trees.

Cut trim, remove weeds and remove trash from entire perimeter of inside main building.

- (b) Spray weed killer (Round up) along complete parking perimeter, including the fenced in area located on the east side of garage, by car wash, two (2) times per year or as directed by Contract Administrator.

Cutting and clearing of all weed trees around perimeter of building shall be performed two (2) times per year or as directed by the Contract Administrator.

- (c) Wooded area located on west side of building shall require clearing two (2) times per year (May 1 & October 1).
- (d) Mulch trees, shrubs and flower beds and weed as necessary one time per year.

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2.2.1.2 **4040 Whitaker Avenue (Shop 159)**

Location Administrator: Dennis Sroczyk 215-685-9800

Turf Management Services at this location must be performed within the time period of 6 a.m. to 2 p.m., Monday through Friday.

Mandatory Site Inspection Date –Monday, November 5th, 2012 at 9:45 AM.

The following areas shall be cut two times per month to include pick-up and removal of all trash and debris. Site shall be completely clear of all trash, debris, and clippings. A total of sixteen (16 cuts) between April and November or as directed by the location administrator.

Each service shall include the following:

Cut back all overgrowth and weeds from around trees along outside Whitaker Avenue perimeter. Outside fence perimeter of location shall have grass cut and weeds removed. All trash, debris and clippings must be removed.

Cut grass and remove trash from entire inside perimeter of main building. Clear and remove all weeds from main building perimeter, cut back and trim all yew brushes. All clippings must be completely removed.

2.2.1.3 **3275 Fox Street (Shop 233)**

Location Administrator: Jim Hopkins 215-685-2077

Turf Management Services at this location must be performed within the time period of 6 a.m. to 2 p.m., Monday through Friday.

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Mandatory Site Inspection Date – Monday, November 5th, 2012 at 10:30 AM.

The following areas shall be cut two times per month, to include pick-up and removal of all trash and debris. Site shall be completely clear of all trash, debris, and clippings. A total of sixteen (16 cuts) between April and November or as directed by the location administrator.

Each service shall include the following:

Cut down and remove all weed trees and growth along entire inside OFM shop area fence perimeter. Overgrowth and clippings must be completely removed.

Cut grass and remove all weeds along turf areas and slopes. Overgrowth must be completely removed. Remove all trash and debris.

Cut and remove weeds and trash from entire inside perimeter of main building. Clear and remove all weeds from main building perimeter. All clippings must be completely removed.

Remove weeds from cracks and curb areas of parking lots and work areas of all OFM shop inside perimeter. Spray areas with weed killer (Round-Up).

2.2.1.4 1117 Reed Street (Shop 423)

Location Administrator: Bruce Donatelli 215-685-1857

Turf Management Services at this location must be performed within the time period of 6 a.m. to 2 p.m., Monday through Friday.

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Mandatory Site Inspection Date – Monday, November 5th, 2012 at 11:30 AM.

(a.) Small yard north of 1117 Reed Street:

Cut down and clean, weed, bush and branch growth. Remove all debris. Spray weed killer (Round-Up) along all cleared areas. To be performed up to three (3) times per year or as directed by the Contract Administrator.

(b.) Large yard east side of 1117 Reed Street:

Cut down and clean, weed, bush and branch growth. Remove all debris. Spray weed killer (Round-Up) along all cleared areas. To be performed up to three (3) times per year or as directed by the Contract Administrator.

2.2.2 Department of Public Property:

Mandatory Site Inspections will be held on November 7th, 2012 through November 9th, 2012. The attached Certification of Site Visit sheets must be signed by the designated City contact person and completed by vendor.

**2.2.2.1 Holmesburg Prison
8201 Torresdale Avenue**

Mandatory Site Inspection Date –Wednesday, November 7th, 2012 at 11:30 AM.

The following area shall be cut two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.

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Approximately 16 acres total
 Acres inside
 Acres outside

Mowing turf areas inside and outside the prison. Mowing shall include string trimming, litter removal, and edging of Torresdale Avenue sidewalks.

- (a) Pruning of shrubs at main entrance of prison shall be performed three (3) times per year during the months of April, July and then October.

2.2.2.2 Jefferson Manor at 1529 North 11th Street

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 11:30 AM.

- (a.) The following area shall be mowed and trimmed at minimum two (2) times a month to present a neat and well maintained appearance at all times approximately 16 cuttings per season (April – November), or as directed by the Contract Administrator.
- (b.) Power edge all curbs and walkways adjacent to lawn areas two (2) times a month for a total of (16) times per season.
- (c.) Cut down and remove from property all weeds in sidewalk cracks and curb areas, and from existing mulched beds. Spray (Round-Up) weed killer to prevent new growth. Fertilize and weed control lawn areas. These services shall be performed two (2) times per year or as directed by Contract Administrator.

Vendor must pick up and remove all trash and debris from property upon each service visit.

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2.2.2.3 **7000 Shelbourne (Tyson and Shelbourne Aves.)**

Mandatory Site Inspection Date – Wednesday, November 7th, 2012 at 1:45 PM.

The following area shall be cut one time per month for a total of eight (8) cuts between April and November or as directed by the Contract Administrator.

Pick-up and remove all trash and debris from property.

Cut down/string trim area from fence to fence, from street to railroad tracks.

2.2.2.4 **14th Police District Building
43 W. Haines Street**

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 9:00 AM.

The following services shall be performed Three (3) times per year between April and November or as directed by the Contract Administrator.

Cut down and remove from property all weeds growing around outside fence perimeter and around both buildings. Spray (Round-up) weed killer to prevent new growth.

Trees – Limb-up all low hanging branches.

2.2.2.5 **Internal Affairs Building
7790 & 7800 Dungan Road**

Mandatory Site Inspection Date – Wednesday, November 7th, 2012 at 1:00 PM.

- (a) All turf areas within the property boundary shall be cut two (2) times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.

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- (b) Hedge trimming and mulching of existing beds shall be performed two (2) times per year or as directed by the Contract Administrator.
- (c) Weed control (cut down weeds in parking lot and outside curb and spray with round up). Tree work around front of building (cut back and limb-up low hanging branches). Fertilize and weed control lawn areas. These services shall be performed two (2) times per year or as directed by the Contract Administrator.

2.2.2.6 **1st Police District
24TH & Wolf Streets**

Mandatory Site Inspection Date – Friday, November 9th, 2012 at 11:15 AM.

- (a.) One time per year (each spring), cut down and remove all vegetation from radio tower area and spray with weed killer.
- (b.) One time per year (each spring), spray entire fence perimeter with weed killer to kill all vegetation and remove vegetation (where possible). Pull weeds from all beds and tree pits and add mulch.

2.2.2.7 **24th/25th Police District
3901 Whitaker Avenue**

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 10:00 AM.

- (a.) Pull all weeds from mulch beds and spray all cracks and curbs. To be performed two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Prune all shrubs, cut all vegetation from fence perimeter and spray with weed killer. To be performed one time per year (each spring).

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2.2.2.8 **Police Headquarters
8th & Race Streets**

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 1:00 PM.

- (a.) Cut and trim all grass area, remove debris, pull weeds from all beds, spray cracks and curbs with weed killer. To be performed two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Weed and spray all beds, parking lots, sidewalks and fence perimeter with weed killer. Prune all shrubs and trees, fertilize and weed control grass area. To be performed one time per year (each spring).

2.2.2.9 **8th Police District
Academy & Red Lion Roads**

Mandatory Site Inspection Date – Wednesday, November 7th, 2012 at 9:45 AM.

- (a.) Cut and trim all grass areas and remove debris. To be performed two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Prune all shrubs, to be performed two (2) times per year (Spring/Fall).

2.2.2.10 **Fire Administration Building
240 Spring Garden Street**

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 12:15 PM

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- (a.) Cut and trim all grass areas and remove debris. Pull all weeds from beds and spray all cracks and curbs. To be performed two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Spring clean up of all leaves, sticks and other debris with removal of debris from property. To be performed one time in March or April at the direction of the Contract Administrator.
- (c.) Fall clean up of all leaves, sticks and other debris with removal of debris from property. To be performed twice, once in November and once in December.
- (d.) Pruning of all shrubs and trees with removal of debris from property. To be performed twice, once in June and once in September.

2.2.2.11 **Police Academy
8501 State Road**

Mandatory Site Inspection Date - Wednesday, November 7th, 2012 at 10:30 AM.

- (a.) Mow grass every 7 - 10 days, for a total of twenty-two (22) cuts between April and November or as directed by the Contract Administrator.
- (b.) Prune all shrubs two (2) times per year (Spring / Fall).
- (c.) Mulch all beds one time per year (Spring).
- (d.) Cut down all weeds and other vegetation along fence and hard surface areas, spray all areas with weed killer. To be performed one time per year or as directed by Contract Administrator.

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2.2.2.12 **K-9 Area
8501 State Road**

**Mandatory Site Inspection Date– Wednesday, November 7th,
2012 at 10:45 AM.**

- (a.) Mow grass every 7 - 10 days, for a total of twenty-two (22) cuts between April and November or as directed by the Contract Administrator.
- (b.) Cut down all weeds and other vegetation along fence and hard surface areas, spray all areas with weed killer. To be performed one time per year or as directed by Contract Administrator.

2.2.2.13 **Firearm Training Unit
8501 State Road**

**Mandatory Site Inspection Date – Wednesday, November 7th,
2012 at 11:00 AM.**

- (a.) Mow grass every 7 - 10 days, for a total of twenty-two (22) cuts between April and November or as directed by the Contract Administrator.
- (b.) Cut down all weeds and other vegetation along fence and hard surface areas, spray all areas with weed killer. To be performed one time per year or as directed by Contract Administrator.
- (c.) Clear all vegetation off of 2 sloped areas. To be performed one time per year or as directed by Contract Administrator.
- (d.) Weed and feed all turf areas, to be performed two (2) times per year (spring / fall) or as directed by Contract Administrator.

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2.2.2.14 **63RD & Passyunk Avenue**

Mandatory Site Inspection Date – Friday, November 9th, 2012 at 9:45 AM.

- (a.) Clean, cut, trim and edge all grass areas surrounding the site. To be performed once per month for a total of eight (8) times per year or as directed by the Contract Administrator.
- (b.) Cut down and clean, weed, bush and branch growth along fence perimeter, fence should be visible. This includes the pine tree area in the back of the building. Remove all debris. Spray weed killer (Round-Up) along all cleared areas. To be performed up to three (3) times per year or as directed by the Contract Administrator.
- (c.) Maintain all flower beds. This includes weeding and mulching. Trim shrubs. Mulching will be done once per year at the beginning of each season. Surround flowerbeds with small 10" high white fence.
- (d.) Cut down and remove all vegetation along the back fence, two (2) times per season.
- (e.) Cut down and remove all vegetation along railroad tracks, two (2) times per season.

2.2.2.15 **7000 Haverford Avenue**

Mandatory Site Inspection Date – Friday, November 9th, 2012 at 10:30 AM.

- (a.) Cut and trim all grass areas, two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Cut down vegetation along the fence and spray remaining vegetation with weed killer, to be done One (1) time per year (each spring).

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2.2.2.16 **7900 Lindbergh Blvd.**

Mandatory Site Inspection Date – Friday, November 9th, 2012 at 9:00 AM.

- (a.) Cut and trim all grass areas, two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.

2.2.2.17 **3061 Island Avenue**

Mandatory Site Inspection Date – Friday, November 9th, 2012 at 12:00 PM.

- (a.) Cut and trim all grass areas, remove debris, to be done every 7 to 10 days, for a total of 22 cuts between April and November or as directed by the Contract Administrator.
- (b.) Prune all shrubs one time per year (every spring).

2.2.2.18 **Riverview Nursing Home - 7979 State Road**

Mandatory Site Inspection Date – Wednesday, November 7th, 2012 at 12:15 PM.

- (a.) Cut and trim all grass areas (approximately 12.5 acres) with the removal of all debris, two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Application of weed and feed to all grass areas once a year.
- (c.) Apply mulch to mulched areas once a year.
- (d.) Spray entire fence perimeter with weed killer to kill all vegetation and remove vegetation (where possible) every spring.

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- (e.) Spring clean up of all leaves, sticks and other debris with removal from property. Once (1) in March.
- (f.) Fall clean up of all leaves, sticks and other debris with removal from property. Once each November and December.

2.2.2.19 **2838 Woodhaven Road**

Mandatory Site Inspection Date – Wednesday, November 7th, 2012 at 9:00 AM.

- (a.) The following area shall be cut two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.

Approximately 2.5 acres total

- (b.) Spray entire fence perimeter, hard surface areas and along all curb lines with weed killer to kill all vegetation and remove vegetation two (2) times per year or as directed by the Contract Administrator.
- (c.) Pruning of shrubs (including limbing up bottoms of shrubs), shall be performed once (1) per year or as directed by the Contract Administrator.
- (d.) Maintain all flower beds (Front Entrance). This includes weeding and mulching. Trim shrubs. Mulching will be done once per year at the beginning of each spring season.

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2.2.2.20 **Fairhill Pumping Station Somerset Street to Lehigh Avenue, 7th Street.**

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 10:45 AM.

(a.) **Reservoir**

The entire length and width surrounding the reservoir shall be flush cut one (1) time to include both sides of fencing. After completion of flush cutting this area will be sprayed with Round Up three (3) times per year or as directed by the Contract Administrator.

(b.) **Pumping Station**

Mowing all turf areas inside perimeter and both sides of fencing of pumping station, two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.

Weed control required between the bottom of the reservoir wall and the sidewalk. Also, at curb and all sidewalk areas; around the reservoir, pumping station and fencing. To be sprayed with Round Up three (3) times per year or as directed by the Contract Administrator.

2.2.2.21 **GRASS LOT IN FRONT OF SHAWMONT SCHOOL**

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 2:00 PM.

General Description of work to be performed:

- A. Defined as the lot bounded by Eva Street, Shawmont Avenue, Bean Street and Minerva Street (approximately 1 acre). This area should be cut (8) eight times between April and November, or as directed by the Contract Administrator.

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- B. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped during the clearing; tires, bottles, cans or any other undesirable materials of whatever nature.

2.2.2.22 **GRASS STRIP OUTSIDE OF FENCE LINE FROM FOWLER TO EVA ALONG DEARNLEY**

Mandatory Site Inspection Date – Thursday, November 8th, 2012 at 2:15 PM.

General Description of work to be performed:

- A. Defined as the grassy strip from the fence line to the asphalt roadway along Dearnley Street, from Fowler, up to and crossing the driveway leading back to the schoolyard, from the base of the stone reservoir wall to the asphalt roadway, until Eva Street is reached (approximately 20,000 square feet). This area should be cut eight (8) times between April and November or as directed by the Contract Administrator.
- B. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped during the clearing; tires, bottles, cans or any other undesirable materials of whatever nature.

2.2.3 **Health Department:**

2.2.3.1 **Potter's Field (City Cemetery)
Dunksferry Road and Mechanicsville Road**

A Mandatory Site Inspection will be held on Tuesday, November 6th, 2012 at 10:00 AM. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

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The following area shall be cut two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.

Approximate size of field is 250 FT. x 350 FT.

2.2.4 Licenses and Inspections

2.2.4.1 Rising Sun & Benner Streets

A Mandatory Site Inspection will be held on Tuesday, November 6th, 2012 at 11:00 AM.. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

- (a.) Grass mowing – Cutting, trimming and cleaning of all turf areas two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Trimming of shrubs to be performed two (2) times per year or as directed by the Contract Administrator.
- (c.) Hard surface weed control; cut down and remove all dead vegetation from all hard surface areas two (2) times per year or as directed by the Contract Administrator.
- (d.) Clean up of all leaves, sticks & other debris with removal from property. Twice a month for a total of sixteen times between April to December or as directed by the Contract Administrator.
- (e.) Secondary Lot / Grass mowing – Cutting, trimming and cleaning of all turf areas one time per month for a total of eight (8) cuts between April and November or as directed by the Contract Administrator; East side of the Water Department Building but outside of their fence line and on the West side of the parking area which runs behind Fire Department / L & I building and to the North and rear of the Library.

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2.2.4.2 **43rd & Market Streets**

A Mandatory Site Inspection will be held on Tuesday, November 6th, 2012 at 2:00 PM. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

- (a.) Grass mowing two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- (b.) Hard surface weed control; cut down and remove all dead vegetation from all hard surface areas two (2) times per year or as directed by the Contract Administrator.
- (c.) Clean up of all leaves, sticks & other debris with removal from property (including parking lot in back). Twice a month April to December.
- (d.) Cut down and remove from property all weeds in sidewalk cracks and curb areas (including parking lot in back). Twice a month April to December
- (e.) Tree- limb up all low hanging branches (four (4) times a year).

2.2.5 **Free Library of Philadelphia:**

2.2.5.1 1901 Vine Street (Main Branch)

A Mandatory Site Inspection will be held on Tuesday, November 6th, 2012 at 12:30 PM. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

- (a) The following area shall be cut two times per month, to include pick-up and removal of all trash and debris. Site shall be completely clear of all trash, debris, and clippings. A total of sixteen (16 cuts) between April and November or as directed by the Contract Administrator.

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2.3 All work as listed in the specifications is to be performed within the following guidelines:

2.3.1 All scheduled work is to be performed during normal working hours 7:00 AM - 3:00 PM - Monday through Friday unless otherwise stated by the using City agency or the Contract Administrator. No work shall be performed on the following holidays:

- **Memorial Day**
- **Independence Day**
- **Christmas Day**
- **Columbus Day**
- **Martin Luther King Day**
- **Labor Day**
- **Thanksgiving**
- **New Year's Day**
- **Veterans Day**
- **President's Day**

2.3.2 Scheduled Saturday work will **NOT** be permitted unless approved by the using City agency or as directed by the Contract Administrator. If approved, Saturday work will be billed at the awarded price, exclusive of any additional expenses incurred by the contractor, including, regular pay or overtime.

2.3.3 After award and prior to commencement of work, the contractor will submit for approval a work schedule to the City of Philadelphia Procurement Department and the designated department contact person for each section listed in paragraph 1.12. The Schedule is to include a detailed operation plan specifying the exact cycle days each location will be mowed. Also a manpower and equipment deployment plan that complements the mowing schedule for the items awarded. Failure to adhere to the approved mowing schedule risks substantial penalties. Penalties will be assessed for every day the mowing schedule is delayed.

2.3.4 All work is subject to inspection by the Contract Administrator prior to payment by the City of Philadelphia.

2.3.5 Billing form for invoicing is to be signed at the end of each inspection. Payment shall be made only on invoices accompanied by such signed forms.

2.3.6 Contractor must have sufficient equipment to insure that all work is done efficiently and expeditiously. The City reserves the right to inspect contractor's facilities and equipment. Contractors determine to have insufficient capacity of equipment may be ineligible for award. See paragraph 1.11.2.

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- 2.3.7 Contractor shall complete all pertinent City forms dealing with work outputs during the contract period. Typical examples of such forms are the Pesticide Application Record and the Landscape Contractor's Daily Report.
- 2.3.8 The City reserves the right to change any cutting intervals where it is not specifically defined to read: "or as directed by the Contract Administrator."
- 2.3.9 Where the specifications stipulate multiple items separated by commas, it is understood by the vendors that each item is a separate and individual item. For example: the removal of stumps, debris, and vines means that three separate but equal things are to be removed by the vendor.
- 2.3.10 Any damage discovered by the vendor during the course of the contract to the fences, posts, fence fabric, gates or locks must be reported immediately to the Contract Administrator. Damage caused to the fencing, fabric, posts, barbed wire etc. during the clearing operations are the sole responsibility of the vendor and must be repaired without cost to the City. Holes or breaches in the fencing caused by clearing operations must be at least temporarily repaired before the end of the workday in which they occurred.

2.4 CHEMICALS

- 2.4.1 The choice of herbicides must involve consideration of soil type and condition, the vegetation species present and the season of the year that the work will be performed.
- 2.4.2 All herbicides employed shall be EPA registered, non-corrosive, non-flammable, and of low toxicity to mammals. State name of herbicides to be used and attach specimen labels. A current copy of the MSDS for the chemicals to be used shall be sent to the City promptly upon request of the Procurement Department or the Recreation Department. Failure to furnish these sheets upon request may disqualify your bid.

The City will be the final judge as to the acceptance or rejection of any and all chemicals to be used.

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2.4.3 **CHEMICALS TO BE USED:**

NAME OF PRODUCT: _____

MANUFACTURER: _____

NAME OF PRODUCT: _____

MANUFACTURER: _____

NAME OF PRODUCT: _____

MANUFACTURER: _____

(If necessary, bidder shall submit additional chemicals to be used on separate attachment with their bid).

2.5 **Contractor's Personnel**

2.5.1 All work shall be performed with a two-man crew. One member of each crew must be designated as foreman.

2.5.2 Foreman must be experienced in the technical aspects of turf diseases and insects, and herbicidal use and application.

All foremen are required to have the following applicator licenses in accordance with the Pennsylvania Department of Agriculture:

School and Park Pesticide License - Category 23

Industrial Weeds License - Category 14

Lawn and Turf License - Category 7

2.5.3 Contractor must ensure that the crew assigned to do the work remains intact throughout the contract period unless substitution of personnel in the crew is authorized by the City.

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2.5.4 Contractor must ensure that the crew will not operate when one member is absent.

2.5.5 All personnel must observe all regulations in effect at the City agency. While on City property, employees shall be subject to the control of the City, but under no circumstances shall such persons be deemed to be employees of the City. Contractor shall not represent themselves as employees of the City.

2.5.6 The contractor shall not apply any herbicide product that has not been included in the Herbicide Control Plan or approved in writing by the designated contract administrator.

2.5.7 The contractor may not store any chemical product on City property.

2.5.8 The City reserves the right to evaluate the progress of the contract in terms of effectiveness and safety, and to require such changes as are deemed to be necessary. The contractor must agree to take prompt action to correct all identified deficiencies.

2.6 Quality Control Program

2.6.1 The contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to starting the work of the contract, the contractor shall submit to the contract administrator a copy of his/her program.

The program shall include, but not be limited to, the following:

- (i) An inspection system covering all the services stated in this contract. A checklist to be used in inspecting contract performance during regularly scheduled or unscheduled treatments. The name (s) of the individual (s) who will perform the inspections.
- (ii) The checklist shall include every area of the operation to be serviced by the contractor as well as every task required to be performed.

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- (iii) A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and or the City, through the contract administrator, points out the deficiencies.
- (iv) A file for all inspections conducted by the contractor and all corrective action taken. This file shall be maintained regularly and made available to the City upon request

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
 - (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of OEO documents (if applicable)

may be disqualified by the City without notice to the bidder. The decision of the City is final.

- 3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of “Terms and Conditions of Bidding and Contract”.

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3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded, as a Whole [Parts I and II] or in Part [Part I or Part II], to the lowest responsive and responsible bidder based upon the following:

Part I

Total of Sections 5.1 [Items 5.1.1 – 5.1.4] + 5.3 [Item 5.3.1] + 5.4 [Items 5.4.1 - 5.4.2] and 5.5 [Item 5.5.1]

Part II

Total of Section 5.2 [Items 5.2.1 – 5.2.22]

3.2.2 If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$30,000.01. All awards at the \$30,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

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3.2.4 **City of Philadelphia-Business, Corporate and Slavery Era Insurance Disclosure**

In accordance with Section 17-104 of The Philadelphia Code, the Bidder, after execution of this Contract, will complete an affidavit certifying and representing that the Bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with Bidder) has searched any and all records of the Bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.2.5 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

- Insured must be in the same name and address as the Bidder
- The insurance carrier must be rated "A" or better by AM Best
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier

All certificates are to be sent to the Office of Risk Management, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

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SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the performance or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
 - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
 - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to".
 - (d) The invoice must show the quantity and type of item or service and the price.
 - (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

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4.1.3 The using agencies and departments are responsible for monitoring the services delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 **ADD-ONS:**

The City reserves the right to add, delete and/or acquire services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may perform only services as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may perform only services at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may perform services up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

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4.2.4 In the event that the contractor receives an order for services not specifically priced and incorporated into the contract, they must:

- (i) bring this to the immediate attention of the Procurement Dept., and
- (ii) notify the ordering agency in writing and refuse to deliver.

4.2.5 Should services be performed that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

4.2.6 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration.

4.2.7 Performance of services may occur following purchase expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.8 FOR ALL BI-WEEKLY SCHEDULED CUTTINGS, ALL MOWING AND LITTER REMOVAL FOR EACH CYCLE MUST BE COMPLETED BY 3 O'CLOCK PM ON THE 10TH DAY OF THE CYCLE. IT IS THE RESPONSIBILITY OF THE VENDOR TO SCHEDULE WORK CREWS IN SUCH A WAY AS TO ALLOW FOR ADEQUATE TIME TO COMPLETE ALL LOCATIONS WELL WITHIN THE TEN (10) DAY CYCLE. VENDORS MUST ANTICIPATE IMPEDIMENTS TO MOWING PROGRESS IN THE FORM OF INCLEMENT WEATHER, EQUIPMENT FAILURE OR OTHER UNSCHEDULED PROBLEMS. NONE OF THESE ARE JUSTIFICATION FOR NOT COMPLETING THE MOWING CYCLE ON TIME.

HOWEVER, FOUR (4) OR MORE DAYS OF INCLEMENT WEATHER DURING ANY CYCLE WILL BE CAUSE FOR VENDOR TO REQUEST PERMISSION FROM THE USING CITY AGENCY TO MOW ON WEEKENDS BEYOND THE 10TH DAY OF THE CYCLE. THESE REQUESTS WILL BE CONSIDERED ON A CASE BY CASE BASIS AND MUST BE SUBMITTED IN WRITING.

WHEN IT RAINS, THE VENDOR'S SCHEDULE WILL BE ADJUSTED BACK FOR THAT WEEK IN THE EXACT NUMBER OF DAYS RAINED. VENDORS MUST RETURN TO THE AGREED MOWING SCHEDULE WITHIN 48 HOURS FROM 8 O'CLOCK AM ON THE FIRST DAY OF THE RETURN OF WEATHER CONDUCIVE TO MOWING.

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VENDORS WILL BE PERMITTED TO WORK EXTENDED WORKDAYS IN ORDER TO MAKE UP RAIN DAYS. THE VENDOR MUST RETURN TO THE PRESCRIBED MOWING SCHEDULE BY THE FOLLOWING MOWING CYCLE.

4.2.9 **Assessed Penalties**

The City may, at its discretion, and for the minor infractions listed below, assess the contractor a monetary penalty of up to \$300.00 per occurrence. The contractor will be given twenty-four (24) hours from the time of notification by telephone to rectify the infraction to the City's satisfaction. If the contractor rectifies the infraction within the twenty-four (24) hour period, the City reserves the right to void the assessed penalty.

Penalties:

1. Turf Damage
2. Tree Damage
3. Incomplete/Improper Mowing
4. Incomplete Trimming
5. Property Damage
6. Shredded Debris/Litter
7. Missed Deadline
8. Mowing Schedule Delay
9. Trash Removal Delay

A detailed explanation of each penalty follows:

1. **Turf Damage**

Turf Damage is defined as any damage to the turf caused by the vendor. Examples of "Turf Damage" are scalping, ruts created by mowers, equipment tires, improper herbicide application and other actions adversely affecting the health and appearance of the turf.

2. **Tree Damage**

Tree Damage is defined as any damage to trees or shrubs caused by the vendor. Examples of Tree Damage are gouged or girdled bark where mower decks may hit the base of trees, shrubs hit and/or tree limbs damaged by mowing equipment.

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3. **Incomplete/Improper Mowing**
 Incomplete/Improper Mowing is defined as any and all turf not mowed within a location or turf that is mowed improperly. Examples of Improper Mowing include streaking when mowing equipment ground speed is too fast, turf is too wet, and/or uneven mowing heights.

4. **Incomplete Trimming**
 Incomplete trimming is defined as any vegetation not properly trimmed around all obstructions in the location. This will include vegetation growing in the gutters along the roadways and fence lines.

5. **Property Damage**
 Property Damage is defined as any damage to buildings, facilities, fence lines and all features in the landscape.

6. **Shredded Litter/Debris**
 Shredded Litter/Debris is defined as the failure of the vendor to properly remove litter and debris from the turf area before mowing. The shredding of litter and debris is inexcusable and will not be tolerated at any time.

7. **Missed Deadline**
 Missed Deadline is defined as the vendor's failure to meet the contract requirement of completing the litter removal and mowing of all locations required within the mowing cycle by 3 o'clock PM on the 10th day of the cycle.

8. **Mowing/Herbicidal Spraying Schedule Delay**
 Mowing/Herbicidal Spraying schedule delay is defined as the occasion when the vendor does not adhere to the agreed upon schedule of mowing/spraying locations on particular days of the cycle (week). Locations must be mowed/sprayed on the exact scheduled days unless waived by the using City agency.

9. **Trash Removal Delay**
 Trash removal delay is defined as the occasion when the vendor does not remove ALL gathered trash and debris from the location mowed on the same day. Trash may not be left overnight.

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10. Existing penalties for poor workmanship and performance apply to all sections of the contract including new, or added areas.

4.2.10 Contract Bid Language Regarding Payments to MBEC Subcontractors

The below paragraph applies to all Invitation and Bids (I & B) containing MBEC Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process. The successful bidder is required to submit with each invoice the completed "Prime Contractor's Payment to MBEC Subcontractors' Form" indicating what percentage and dollar amount of the invoice that will be paid to its MBEC certified subcontractor(s).

Failure to submit the attached "Prime Contractor's Payment to MBEC Subcontractors' Form" with each invoice may result in rejection of the invoice.

- 4.3 ***Prevailing Wage Provisions.*** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships." It is also subject to all regulations and procedures adopted thereunder.

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

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- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule.

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Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

- g. The prevailing wages required hereby shall be paid unconditionally without and subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices.

Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 48 62
		FIRM NAME (Must be filled in)	

CITY OF PHILADELPHIA

Prevailing Wage Rate Schedule

Turf Management

Job Classification & Wage Rates

	<u>Basic Hourly Rate</u>	<u>Fringe Benefits</u>
Grounds Maintenance Worker	\$13.19	\$3.24
Mechanical Grounds Maintenance Worker	\$13.19	\$3.24
Truck Driver	\$13.39	\$3.24

Foremen: Are to receive an additional \$1.00 per hour, in addition to their basic hourly rate

Notes of Interest:

- (1) **Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.**

**Philadelphia Procurement Department
Municipal Services Building
1401 J.F.K. Boulevard - 1st Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4720/21
Fax Number: (215) 686-4767**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 49 62
		FIRM NAME (Must be filled in)	

4.4 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Turf Management at the prices set forth in Section 5 for a period of 12 months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to Three (3) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Failure to notify the City within this sixty (60) day time frame shall result in the following:

the effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City;

or

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for August to August of the **applicable year of the renewal**.

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

NOTE: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period (s).

Failure to notify the City within the time frame specified in 4.4 will result in a commensurate delay in implementing the price change.

VENDOR ACCEPTANCES – IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMENT PROCEDURES IN THIS SECTION.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 50 62
	FIRM NAME (Must be filled in)		

SECTION 5: PRICING

<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
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LOCATIONS

5.1 Office of Fleet Management Locations:

**5.1.1 100 East Hunting
Park Avenue (Shop 134)**

25050 006 105

Grass cutting
[Ref: 2.2.1.1, a]

EA	16	\$ _____	\$ _____
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25050 006 105 00

Spray weed killer
(Round up) &
Cutting/clearing
weed trees
[Ref: 2.2.1.1, b]

EA	2	\$ _____	\$ _____
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25050 006 105 01

Wooded area clearing
[Ref: 2.2.1.1, c]

EA	2	\$ _____	\$ _____
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25050 006 105 03

Mulch trees, shrubs,
flower beds
[Ref: 2.2.1.1, d]

EA	1	\$ _____	\$ _____
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25050 006 106

**5.1.2 4040 Whitaker Avenue
(Shop 159)
[Ref: 2.2.1.2]**

EA	16	\$ _____	\$ _____
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 51 62
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.1.3	25050 006 107 3275 Fox Street (Shop 233) [Ref: 2.2.1.3]	EA	16	\$ _____	\$ _____
5.1.4	25050 006 181 1117 Reed Street (Shop 423) Small yard [Ref: 2.2.1.4, a.]	EA	3	\$ _____	\$ _____
	25050 006 184 (Shop 423) Large yard [Ref: 2.2.1.4, b.]	EA	3	\$ _____	\$ _____
5.2	Department of Public Property:				
5.2.1	Holmesburg Prison 8201 Torresdale Avenue				
	25050 006 108 Holmesburg Prison [Ref: 2.2.2.1]	EA	16	\$ _____	\$ _____
	25050 006 115 Holmesburg Prison Pruning of Shrubs [Ref: 2.2.2.1, a]	EA	3	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 52 62
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.2.2	Jefferson Manor at 1529 North 11th Street				
	25050 006 111 Grass Cutting [Ref: 2.2.2.2, a]	EA	16	\$ _____	\$ _____
	25050 006 111 01 Edging of Curbs and Walkways [Ref: 2.2.2.2, b]	EA	16	\$ _____	\$ _____
	25050 006 111 02 Spray Weed Killer (Round-Up) & Fertilize Lawn Area [Ref: 2.2.2.2, c]	EA	2	\$ _____	\$ _____
5.2.3	7000 Shelbourne Avenue [Ref: 2.2.2.3]	EA	8	\$ _____	\$ _____
5.2.4	25050 006 122 14th Police District Building 43 W. Haines Street [Ref: 2.2.2.4]	EA	3	\$ _____	\$ _____
5.2.5	Internal Affairs Building 7700 Dungan Road				
	25050 006 129 Turf Areas [Ref: 2.2.2.5, a]	EA	16	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 53 62
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
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25050 006 129 01
Hedge Trimming and
Mulching of beds
[Ref: 2.2.2.5, b]

	EA	2	\$ _____	\$ _____
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25050 006 129 03
Weed Control, Tree work
and Fertilize lawn areas
[Ref: 2.2.2.5, c]

	EA	2	\$ _____	\$ _____
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5.2.6 **1st Police District
24th & Wolf Streets**

25050 006 171 01
Radio Tower
Weed Control & Spraying
[Ref: 2.2.2.6, a]

	EA	1	\$ _____	\$ _____
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25050 006 171 02
Fence Perimeter
Weed Control & Spraying
[Ref: 2.2.2.6, b]

	EA	1	\$ _____	\$ _____
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5.2.7 **24th/25th Police District
3901 Whitaker Avenue**

25050 006 155
Mulch beds weeded
& sprayed
[Ref: 2.2.2.7, a]

	EA	16	\$ _____	\$ _____
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25050 006 155 01
Prune Shrubs
[Ref: 2.2.2.7, b]

	EA	1	\$ _____	\$ _____
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 54 62
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.2.8	Police Headquarters 8th & Race Streets				
	25050 006 156 Grass Cutting [Ref: 2.2.2.8, a]	EA	16	\$ _____	\$ _____
	25050 006 156 01 Weed, Spray & Prune [Ref: 2.2.2.8, b]	EA	1	\$ _____	\$ _____
5.2.9	8th Police District Academy & Red Lion Roads				
	25050 006 154 Grass Cutting [Ref: 2.2.2.9, a]	EA	16	\$ _____	\$ _____
	25050 006 154 00 Prune Shrubs [Ref: 2.2.2.9, b]	EA	2	\$ _____	\$ _____
5.2.10	Fire Administration Building 240 Spring Garden Street				
	25050 006 165 Cut, trim & clean [Ref: 2.2.2.10, a]	EA	16	\$ _____	\$ _____
	25050 006 165 01 Spring clean up [Ref: 2.2.2.10, b]	EA	1	\$ _____	\$ _____
	25050 006 165 02 Fall clean up [Ref: 2.2.2.10, c]	EA	2	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 55 62
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
	25050 006 165 03				
	Pruning [Ref: 2.2.2.10, d]	EA	2	\$ _____	\$ _____
5.2.11	Police Academy 8501 State Road				
	25050 006 174				
	Grass Cutting [Ref: 2.2.2.11, a]	EA	22	\$ _____	\$ _____
	25050 006 174 02				
	Pruning [Ref: 2.2.2.11, b]	EA	2	\$ _____	\$ _____
	25050 006 174 03				
	Mulch [Ref: 2.2.2.11, c]	EA	1	\$ _____	\$ _____
	25050 006 174 01				
	Weed & spray [Ref: 2.2.2.11, d]	EA	1	\$ _____	\$ _____
5.2.12	K-9 Area 8501 State Road				
	25050 006 173				
	Mowing [Ref: 2.2.2.12, a]	EA	22	\$ _____	\$ _____
	25050 006 173 01				
	Weed & spray [Ref: 2.2.2.12, b]	EA	1	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 56 62
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.2.13 Firearms Training Unit 8501 State Road				
25050 006 175				
Grass Cutting				
[Ref: 2.2.2.13, a]	EA	22	\$ _____	\$ _____
25050 006 175 01				
Weed & spray				
[Ref: 2.2.2.13, b]	EA	1	\$ _____	\$ _____
25050 006 175 02				
Clear sloped area				
[Ref: 2.2.2.13, c]	EA	1	\$ _____	\$ _____
25050 006 175 03				
Weed & feed				
[Ref: 2.2.2.13, d]	EA	2	\$ _____	\$ _____
5.2.14 63RD Street & Passyunk Ave.				
25050 006 151				
Grass Cutting				
[Ref: 2.2.2.14, a]	EA	8	\$ _____	\$ _____
25050 006 151 01				
Fence Perimeter Clearing				
[Ref: 2.2.2.14, b]	EA	3	\$ _____	\$ _____
25050 006 151 02				
Maintain Landscape Bed				
[Ref: 2.2.2.14, c]	EA	1	\$ _____	\$ _____
25050 006 151 04				
Back Fence Cutting				
[Ref: 2.2.2.14, d]	EA	2	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 57 62
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
	25050 006 151 05			
	Railroad Tracks Cutting			
	[Ref: 2.2.2.14, e]	EA	2	\$_____
5.2.15	7000 Haverford Avenue			
	25050 006 169			
	Grass Cutting			
	[Ref: 2.2.2.15, a]	EA	16	\$_____
	25050 006 169 01			
	Weed & Spray			
	[Ref: 2.2.2.15, b]	EA	1	\$_____
5.2.16	7900 Lindbergh Avenue			
	25050 006 164			
	Grass Cutting			
	[Ref: 2.2.2.16, a]	EA	16	\$_____
5.2.17	3061 Island Avenue			
	25050 006 163			
	Grass Cutting			
	[Ref: 2.2.2.17, a]	EA	22	\$_____
	25050 006 163 01			
	Prune shrubs			
	[Ref: 2.2.2.17, b]	EA	1	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 58 62
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	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.2.18 Riverview Nursing Home 7979 State Road				
25050 006 152 Grass Cutting [Ref: 2.2.2.18, a]	EA	16	\$ _____	\$ _____
25050 006 152 00 Weeding & Feeding Grass [Ref: 2.2.2.18, b]	EA	1	\$ _____	\$ _____
25050 006 152 01 Mulching [Ref: 2.2.2.18, c]	EA	1	\$ _____	\$ _____
25050 006 152 02 Treatment & Removal of Vegetation [Ref: 2.2.2.18, d]	EA	1	\$ _____	\$ _____
25050 006 152 03 Spring Clean Up [Ref: 2.2.2.18, e]	EA	1	\$ _____	\$ _____
25050 006 152 04 Fall Clean Up [Ref: 2.2.2.18, f]	EA	2	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 59 62
	FIRM NAME (Must be filled in)		

UNIT OF MEASURE EST. QTY UNIT PRICE/ EACH CUT EXTENDED AMOUNT

5.2.19 **2838 Woodhaven Road**

25050 006 190

Grass Cutting

[Ref: 2.2.2.19, a.]

EA 16 \$ _____ \$ _____

25050 006 185

Spray weed killer

(Round up) &

Cutting/clearing

weed trees

[Ref: 2.2.2.19, b.]

EA 2 \$ _____ \$ _____

25050 006 187

Pruning of shrubs (including

limbing up bottoms of shrubs)

[Ref: 2.2.2.19, c.]

EA 1 \$ _____ \$ _____

25050 006 189

Weeding, Mulching, shrubs,

flower beds

[Ref: 2.2.2.19, d.]

EA 1 \$ _____ \$ _____

5.2.20 **Fairhill Pumping**

25050 006 131

Fairhill Pumping Station

Reservoir Flush Cut

[Ref: 2.2.20, a.]

EA 1 \$ _____ \$ _____

25050 006 132

Fairhill Pumping Station

Reservoir Spraying

[Ref: 2.2.20, a.]

EA 3 \$ _____ \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 60 62
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
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25050 006 133

Fairhill Pumping Station
Mowing
[Ref: 2.2.20, b.]

	EA	16	\$ _____	\$ _____
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25050 006 134

Fairhill Pumping Station
Weed Control
[Ref: 2.2.20, b.]

	EA	3	\$ _____	\$ _____
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5.2.21

25050 006 068

Grass Lot in Front of
Shawmont School
[REF: Section 2.2.2.21, a., b.]

	EA	8	\$ _____	\$ _____
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5.2.22

25050 006 069

Grass Strip Outside of
Fence line from Fowler
to Eva Along Dearnley
[REF: Section 2.2.2.22, a., b.]

	EA	8	\$ _____	\$ _____
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 61 62
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
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5.3 **Health Department:**

5.3.1 **Potter's Field
(City Cemetery)
Dunksferry Road
and Mechanicsville Road**

25050 006 113

Grass Cutting

[Ref: 2.2.3.1]

EA	16	\$ _____	\$ _____
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5.4 **Licenses and Inspections**

5.4.1 **25050 006 167 01
Rising Sun & Benner**

Cut, trim & clean

[Ref: 2.2.4.1, a]

EA	16	\$ _____	\$ _____
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25050 006 167 02

Trim Shrubs

[Ref: 2.2.4.1, b]

EA	2	\$ _____	\$ _____
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25050 006 167 03

Surface Weed control

[Ref: 2.2.4.1, c]

EA	2	\$ _____	\$ _____
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25050 006 167 04

Debris removal

[Ref: 2.2.4.1, d]

EA	16	\$ _____	\$ _____
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25050 006 167 05

Secondary lot /

Cut, trim & clean

[Ref: 2.2.4.1, e]

EA	8	\$ _____	\$ _____
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3Z59120	PAGE OF 62 62
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		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.4.2	25050 006 168 01 43rd & Market Streets Grass Cutting [ref: 2.2.4.2, a]	EA	16	\$ _____	\$ _____
	25050 006 168 02 Surface Weed Control [ref: 2.2.4.2, b]	EA	2	\$ _____	\$ _____
	25050 006 168 03 43rd & Market Streets Debris removal [ref: 2.2.4.2, c]	EA	16	\$ _____	\$ _____
	25050 006 168 04 Sidewalk weeding [ref: 2.2.4.2, d]	EA	16	\$ _____	\$ _____
	25050 006 168 05 Low Tree branches [ref: 2.2.4.2, e]	EA	4	\$ _____	\$ _____
5.5	Free Library of Philadelphia				
5.5.1	25050 006 969 1901 Vince Street (Main Branch) Grass Cutting [Ref: 2.2.5.1, a]	EA	16	\$ _____	\$ _____
	EXTENDED TOTAL BID AMOUNT (UNIT PRICE X QUANTITY FOR ALL ITEMS BID)				
	TOTAL OF ITEMS (5.1.1 THROUGH 5.5.1)				\$ _____

TURF MANAGEMENT - VARIOUS DEPARTMENTS

MANDATORY

SITE-VISIT SCHEDULE

AND

SITE-VISIT CERTIFICATION FORMS

PART I

&

PART II

IT IS STRONGLY RECOMMENDED THAT BIDDERS REFER TO THE ATTACHED SITE VISIT SCHEDULE WHICH PROVIDES THE MANDATORY SITE VISIT DATES / TIMES IN THE ORDER THEY ARE TO BE CONDUCTED.

THERE WILL BE NO MAKE-UP SITE VISITS IN THE EVENT A BIDDER SHOULD FAIL TO COMPLETE A SITE VISIT ON THE SCHEDULED DATE AND TIME LISTED BELOW:

PART I

MONDAY, NOVEMBER 5TH, 2012

Paragraph 2.2.1.1 100 E. Hunting Park Avenue (**Monday, November 5th, 2012 @ 9:00 AM**)

Paragraph 2.2.1.2 4040 Whitaker Avenue (**Monday, November 5th, 2012 @ 9:45 AM**)

Paragraph 2.2.1.3 3275 Fox Street (**Monday, November 5th, 2012 @ 10:30 AM**)

Paragraph 2.2.1.4 1117 Reed Street (**Monday, November 5th, 2012 @ 11:30 AM**)

TUESDAY, NOVEMBER 6TH, 2012

Paragraph 2.2.3.1 Dunksferry & Mechanicsville Roads (**Tuesday, November 6th, 2012 @ 10:00 AM**)

Paragraph 2.2.4.1 Rising Sun Avenue & Benner Street (**Tuesday, November 6th, 2012 @ 11:00 AM**)

Paragraph 2.2.5.1 1901 Vine Street (Main Branch) (**Tuesday, November 6th, 2012 @ 12:30 PM**)

Paragraph 2.2.4.2 43rd & Market Streets (**Tuesday, November 6th, 2012 @ 2:00 PM**)

PART II

WEDNESDAY, NOVEMBER 7TH, 2012

- Paragraph 2.2.2.19 2338 Woodhaven Road **(Wednesday, November 7th, 2012 @ 9:00 AM)**
- Paragraph 2.2.2.9 8th Police district – Academy & Red Lion Roads **(Wednesday, November 7th, 2012 @ 9:45 AM)**
- Paragraph 2.2.2.11 Police Academy – 8501 State Rd. **(Wednesday, November 7th, 2012 @ 10:30 AM)**
- Paragraph 2.2.2.12 K-9 Unit – 8501 State Rd. **(Wednesday, November 7th, 2012 @ 10:45 AM)**
- Paragraph 2.2.2.13 Police Fire Arms Training – 8501 State Rd. **(Wednesday, November 7th, 2012 @ 11:00 AM)**
- Paragraph 2.2.2.1 Holmesburg Prison – 8201 Torresdale Ave. **(Wednesday, November 7th, 2012 @ 11:30 AM)**
- Paragraph 2.2.2.18 Riverview Nursing Home – 7979 State Rd. **(Wednesday, November 7th, 2012 @ 12:15 PM)**
- Paragraph 2.2.2.5 Internal Affairs - 7700 Dungan Road **(Wednesday, November 7th, 2012 @ 1:00 PM)**
- Paragraph 2.2.2.3 7000 Shelbourne Avenue **(Wednesday, November 7th, 2012 @ 1:45 PM)**

THURSDAY, NOVEMBER 8TH, 2012

- Paragraph 2.2.2.4 14th Police District – 43 W. Haines Street **(Thursday, November 8th, 2012 @ 9:00 AM)**
- Paragraph 2.2.2.7 24th/25th Police Districe – 3901 Whitaker Ave. **(Thursday, November 8th, 2012 @ 10:00 AM)**
- Paragraph 2.2.2.20 Fairhill Pumping Station – 7th Street & Lehigh Ave. **(Thursday, November 8th, 2012 @ 10:45 AM)**
- Paragraph 2.2.2.2 Jefferson Manor – 1529 N. 11th Street **(Thursday, November 8th, 2012 @ 11:30 AM)**
- Paragraph 2.2.2.10 Fire Administration Building – 240 Spring Garden Street **(Thursday, November 8th, 2012 @ 12:15 PM)**
- Paragraph 2.2.2.8 Police Administration Building – 8th & Race Streets **(Thursday, November 8th, 2012 @ 1:00 PM)**
- Paragraph 2.2.2.21 Grass Lot in Front of Shawmont School **(Thursday, November 8th, 2012 @ 2:00 PM)**
- Paragraph 2.2.2.22 Grass Strip Outside of Fence Line from Fowler to Eva Along Dearnley **(Thursday, November 8th, 2012 @ 2:15 PM)**

FRIDAY, NOVEMBER 9TH, 2012

Paragraph 2.2.2.16 7900 Lindberg Avenue **(Friday, November 9th, 2012 @ 9:00 AM)**

Paragraph 2.2.2.14 63RD Street & Passyunk Avenue **(Friday, November 9th, 2012 @ 9:45 AM)**

Paragraph 2.2.2.15 7000 Haverford Avenue **(Friday, November 9th, 2012 @ 10:30 AM)**

Paragraph 2.2.2.6 1ST Police District – 24th & Wolf Streets **(Friday, November 9th, 2012 @ 11:15 AM)**

Paragraph 2.2.2.17 3061 Island Avenue **(Friday, November 9th, 2012 @ 12:00 PM)**

Bid Number: _____

Opening Date: _____

**MANDATORY SITE VISIT CERTIFICATION FORM
DATES AND TIMES**

PART I

(To Be Submitted With Bid Package)

The following Mandatory Site Visit Locations, Dates & Times that Bidders are required to attend are listed below:

Office of Fleet Management Location:

100 E. Hunting Park Avenue **Monday, November 5th, 2012 @ 9:00 AM**

Signature: _____

Roger O'Brien

Office of Fleet Management Location:

4040 Whitaker Avenue **Monday, November 5th, 2012 @ 9:45 AM**

Signature: _____

Dennis Sroczyk

Office of Fleet Management Location:

3275 Fox Street **Monday, November 5th, 2012 @ 10:30 AM**

Signature: _____

Jim Hopkins

Office of Fleet Management Location:

1117 Reed Street

Monday, November 5th, 2012 @ 11:30 AM

Signature: _____

Bruce Donatelli

Health Department Location:

Potter's Field (City Cemetery)

Dunksferry & Mechanicsville Roads

Tuesday, November 6th, 2012 @ 10:00 AM

Signature: _____

Dave Quain

Department of License & Inspections Location:

Rising Sun Avenue & Benner Street

Tuesday, November 6th, 2012 @ 11:00 AM

Signature: _____

Deborah Ragin

Free Library of Philadelphia Location:

1901 Vine Street

(Main Branch)

Tuesday, November 6th, 2012 @ 12:30 PM

Signature: _____

Paul Pettus

Department of License & Inspections Location:

43rd & Market Streets

Tuesday, November 6th, 2012 @ 2:00 PM

Signature: _____

Deborah Ragin

This Form **MUST** be signed and dated by the Contract Administrator or his/her designee listed above for each location to certify that the below vendor has inspected the area.

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: (____) _____ Fax Number (____) _____

Bid Number: _____

Opening Date: _____

**MANDATORY SITE VISIT CERTIFICATION FORM
DATES AND TIMES**

PART II

(To Be Submitted With Bid Package)

The following Mandatory Site Visit Locations, Dates & Times that Bidders are required to attend are listed below:

Department of Public Property Location:

2338 Woodhaven Road

Wednesday, November 7th, 2012 @ 9:00 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

8th Police district – Academy & Red Lion Roads

Wednesday, November 7th, 2012 @ 9:45 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

Police Academy – 8501 State Rd.

Wednesday, November 7th, 2012 @ 10:30 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

K-9 Unit – 8501 State Rd.

Wednesday, November 7th, 2012 @ 10:45 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

Police Fire Arms Training – 8501 State Rd.

Wednesday, November 7th, 2012 @ 11:00 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

Holmesburg Prison – 8201 Torresdale Ave.

Wednesday, November 7th, 2012 @ 11:30 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

Riverview Nursing Home – 7979 State Rd.

Wednesday, November 7th, 2012 @ 12:15 PM

Signature: _____

Deborah McKee

Department of Public Property Location:

Internal Affairs - 7700 Dungan Road

Wednesday, November 7th, 2012 @ 1:00 PM

Signature: _____

Deborah McKee

Department of Public Property Location:

7000 Shelbourne Avenue

Wednesday, November 7th, 2012 @ 1:45 PM

Signature: _____

Deborah McKee

Department of Public Property Location:

14th Police District – 43 W. Haines Street

Thursday, November 8th, 2012 @ 9:00 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

24th/25th Police Districe – 3901 Whitaker Ave.

Thursday, November 8th, 2012 @ 10:00 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

Fairhill Pumping Station – 7th Street & Lehigh Ave.

Thursday, November 8th, 2012 @ 10:45 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

Jefferson Manor – 1529 N. 11th Street

Thursday, November 8th, 2012 @ 11:30 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

Fire Administration Building – 240 Spring Garden Street

Thursday, November 8th, 2012 @ 12:15 PM

Signature: _____

Deborah McKee

Department of Public Property Location:

Police Administration Building – 8th & Race Streets

Thursday, November 8th, 2012 @ 1:00 PM

Signature: _____

Deborah McKee

Department of Public Property Location:

Grass Lot in Front of Shawmont School

Thursday, November 8th, 2012 @ 2:00 PM

Signature: _____

Deborah McKee

Department of Public Property Location:

Grass Strip Outside of Fence Line from Fowler to Eva Along Dearnley

Thursday, November 8th, 2012 @ 2:15 PM

Signature: _____

Deborah McKee

Department of Public Property Location:

7900 Lindberg Avenue

Friday, November 9th, 2012 @ 9:00 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

63RD Street & Passyunk Avenue

Friday, November 9th, 2012 @ 9:45 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

7000 Haverford Avenue

Friday, November 9th, 2012 @ 10:30 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

1ST Police District – 24th & Wolf Streets

Friday, November 9th, 2012 @ 11:15 AM

Signature: _____

Deborah McKee

Department of Public Property Location:

3061 Island Avenue

Friday, November 9th, 2012 @ 12:00 PM

Signature: _____

Deborah McKee

This Form **MUST** be signed and dated by the Contract Administrator or his/her designee listed above for each location to certify that the below vendor has inspected the area.

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: (____) _____ Fax Number (____) _____

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Public Information Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID **BY THE CITY OF PHILADELPHIA**

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all your invoices contain the following information to help the City in paying you as quickly as possible.

- 1. AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**
- 2. THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**
- 3. CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER, THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**
- 4. THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**
- 5. THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

Paying vendors is the responsibility of the *receiving* City Department(s), not the Procurement Department. Vendors should bring any problems concerning payments to the attention of the appropriate City receiving department. The name and number of the contact person can generally be found on the purchase order. If all necessary paperwork has been submitted to the department and questions still remain, vendors should contact:

**City of Philadelphia
Accounting Verification
Room 1340 Municipal Services Building
1401 J.F.K. Blvd.
Philadelphia, PA 19102
Te. 215 686 6365**

IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.

BIDDERS GUIDELINES*

The following list will assist you in the preparation of your bid.

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet all qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Do not submit counter terms or conditions. **Your bid will be rejected.**
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts. All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

If you have questions call Public Information at (215) 686-4720.

*This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

This Is Not A Right To Know Request. This form cannot be used to submit a Right To Know Request. See City of Philadelphia Open Records Policy: <http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf>

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$10.00 fee, company check or money order only, no personal checks or cash**, for each bid number requested. Please be advised that bid tabulations are **not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

Please complete form below. Only one (1) request per form.

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Email Address _____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

- Company check or Money Order payable to “City of Philadelphia”
- A self-addressed stamped envelope which is at least 9 ½ ” x 12 ½ ” or larger for each Bid requested.

Failure to send either of the above items, will void your request.

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2012 – June 30, 2014

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] are not covered under the Master Bid Security Program)

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2012 to June 30, 2014**, complete the enclosed application and return it with a check for **\$200.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" 2012 – 2014 on the face of the check.

If you do not become a participant in the program at this time, you may still submit bids. However, they must be accompanied by a certified check in the amount specified in the Terms and Conditions of Bidding.

For additional information or inquiries regarding this program, please contact: The Public Information Unit at (215) 686-4719, (215) 686-4720 or (215) 686-4721.

IF A RECEIPT IS REQUESTED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE.

Forward Check with Application to
CITY OF PHILADELPHIA
MASTER BID SECURITY PROGRAM
170A Municipal Services Building
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

E Mail Address: _____

Telephone No: (____) _____ **Fax No:** (____) _____

A. Check payable to the City of Philadelphia in the amount of \$200.00 for 7/1/12 to 6/30/14
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

Rcvd. ___/___/___ Pymt. Type _____ Ck. Amt. \$ _____ Ck.# _____



CITY OF PHILADELPHIA

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

The City of Philadelphia is pleased to announce a **Vendor Information Payment System (VIPS)** which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number – either alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is dial **215-686-5968**, and follow the prompts to get an up-to-date status on your payments.

Enclosed for your convenience is an easy to use reference guide which provides a brief overview of what you can expect. I urge you to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this system, please call the **Office of the Director of Finance** at **215-686-6167**.

I believe that you will find this way of obtaining payment information convenient and easy to use.

Vendor Information Payment Reference Guide

- 1- Call 215-686-5968.
- 2- After the prompts, enter the 8 numeric characters that uniquely identifies your purchase order.
- 3- Select one of the three inquiry options:
 - ▶ a) by your purchase order.
 - ▶ b) by your company.
 - ▶ c) by your specific invoice number.
 - (Numeric invoice numbers only)



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

The City of Philadelphia is pleased to announce a new online **Vendor Invoice Information (VII) Website** which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number – alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: www.phila.gov, click on “Vendor Invoice Information” under the “Help Me” section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up-to-date status on your payments.

You are urged to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this new system, please e-mail us using the question and comment field provided on the site.

We believe that you will find this new way of obtaining payment information convenient and easy to use.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. BID SECURITY. Unless the bidder is enrolled under the City's Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order, or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 – \$ 99,999.99	\$ 500.00
\$100,000.00 – \$249,999.99	\$2,000.00
\$250,000.00 – \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins.

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit a certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

3. BID PROCESSING FEE. In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 – \$ 100,000.00	\$ 10.00
\$ 100,000.01 – \$ 300,000.00	\$ 30.00
\$ 300,000.01 – \$ 500,000.00	\$ 50.00
\$ 500,000.01 – \$1,000,000.00	\$100.00
\$1,000,000.01 – \$2,000,000.00	\$200.00
\$2,000,000.01 – \$3,000,000.00	\$300.00
\$3,000,000.01 – \$4,000,000.00	\$400.00
\$4,000,000.01 – \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

4. SPECIFICATIONS. When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and/or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED. Bidders must not be a party to more than one bid for the same article or service. A violation of this condition may, in the sole discretion of the Procurement Commissioner, result in rejection of any or all such bids in which the bidder has an interest.

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive non-responsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid or that a waiver of the non-responsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for contract award.

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the

lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. QUANTITIES AWARDED. For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any Contract award if any of the above conditions (a-e) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines cancellation to be in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the

entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (1) Workers' Compensation - Statutory limits
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit - Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

18. ASSIGNMENT. The successful bidder shall not assign the Contract resulting from the Invitation and Bid, or any part of the Contract, or any right to any monies to be paid under the Contract, or delegate performance of the Contract, without obtaining the prior written consent of the Procurement Commissioner. The decision whether to consent to an assignment is within the Procurement Commissioner's sole discretion. In no case shall the Procurement Commissioner's consent to the assignment of any monies to be paid under the Contract relieve the bidder from faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be of no effect.

19. DEFAULT. All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid. The successful bidder shall comply with all applicable federal, state and local laws, statutes and ordinances and the regulations of all governmental departments, boards, agencies, and commissions. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal,

state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract and Contract):

a. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any

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other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION. The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, bidder may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event bidder pays any sales or use tax, bidder hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and bidder, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Bidder authorizes the City, in City's name or the name of bidder, to file a claim for refund of any sales or use tax subject to this assignment.

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of

this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

a. Contractor's Certification of Non-Indebtedness -- Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

b. Subcontractor's Certification of Non-Indebtedness -- Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

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23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- a. Business Privilege Tax
- b. Net Profits Tax
- c. City Wage Tax

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 herein.

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and

remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting

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bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, unless Bidder has implemented the fair employment principles embodied in the MacBride Principles.

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE. In accordance with Section 17-104 of The Philadelphia Code, the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any

false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

29. PHILADELPHIA 21ST CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Sections 17-1302(5) and 17-1303 and if this is a Service Contract, as defined in Code Section 17-1302(9), Contractor shall comply with the minimum compensation standards by providing to those employees 1) an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300, 2) to the extent the Contractor provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Contractor; and 3) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2). By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the

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Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

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SIGNING OF BIDS

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

This contract and all disputes arising under this contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this contract or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly affected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$30,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If the bid is a CORPORATION, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)