

**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 Order No. 03-12, 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 03-12 is administered by the City's 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	5%	to	10%
	AND/OR		
WBE	5%	to	10%
DSBE	0%	to	0%

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 and through bidder's exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/W/DSBEs. 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 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. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Bidder also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this Bid, bidder fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

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.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency² and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.
2. No bidder that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the Bid Specification) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the work of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a bid by bid basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.
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 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).

²Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program ("PaUCP") Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

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 demonstrate that it exercised Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/W/DSBE participation ranges ("Request For Reduction/Waiver"). Bidder, through the submission of documentary evidence must show that bidder 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; the City, at its sole discretion, may allow bidders to submit or amend their submission at any time prior to award which may result in revision to bidder's participation commitments. 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 certification 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 determine whether bidder exercised Best and Good Faith Efforts in response to the participation ranges.

Bidder's expressed desire to self-perform work with its own employees will not excuse bidder from exercising Best and Good Faith Efforts to include M/W/DSBEs in its bid and cannot be used as a basis for requesting a reduction or waiver of the participation ranges. OEO's 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 Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO 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 and the successful bidder is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the work and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). 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 Order 03-12 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 applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful bidder from bidding on and/or participating in any future contracts for a maximum period of three (3) years.
- Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful bidder's failure to comply with the contract.

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 participants.

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: Vine Street Expressway/Baldwin Park Landscape Maintenance**

1.2 **SCHEDULE NO: 801-05**

1.3 **CONTRACT TERM:** 10/1/13 to 9/30/14 (“Initial Term”), with an option to renew for up to two (2) additional one (1) year periods, plus one (1) seven (7) month period (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the 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 **Vine Street Expressway/ Baldwin Park Landscape Maintenance Service** 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 \$30,000.01 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, 2013 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, 2013 through June 30, 2014**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2013 – June 30, 2014** by submitting a check in the amount of **\$140.00** 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.

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.

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- 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 03-12”.

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1.9.8 In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified as a Local Business Entity (“LBE”) at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder’s LBE Certification Number _____

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

“Throughout the entirety of the contract, my company or my subcontractor(s)¹ will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry.”

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. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

¹ If the Bidder relies upon subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)’ LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

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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 three (3) business days after the Mandatory Pre-Bid Meeting specified in Section 1.12, below. 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 demonstrates 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 Bidder must be involved in Landscape maintenance as the primary aspect of their business.
- 1.10.3 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.
- 1.10.4 Commercial trucks and vehicles operating without required permits risk police intervention. Contractor will be responsible for application and obtaining all permits necessary from Philadelphia Parks and Recreation and/or any other City agency as required by law. All commercial trucks and vehicles must have a permit.

Permits required in the performance of services under this Invitation and Bid shall be supplied by Philadelphia Parks and Recreation.

1.11 **EQUIPMENT/CREW REQUIREMENTS:**

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

Equipment

- One (1) – Mechanical vacuum
- One (1) – Soil test kit
- four (4) – Shovels [pan head and spade head]
- four (4) – Rakes [leaf rake and hard rake]
- one (1) – Wheelbarrow
- three (3) - Pruning shears
- three (3) – Loping shears
- two (2) – Gas powered hedge clippers
- two (2) – Gas powered chain saws
- one (1) – Power auger
- one (1) – Seeder Groove
- one (1) – Truck mounted water tank and hose needed for watering
- one (1) – Three gallon minimum chemical applicator spray tank

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Contractor must comply with all Federal and State Department of Agriculture regulations for pest and weed control which require that contractors operating in infested areas thoroughly clean all equipment units before moving them into non-infested areas.

The contractor may submit an alternate list of equipment it considers equivalent to the equipment listed.

Leasing Equipment:

If a vendor intends to lease the equipment listed above, to be used during the initial contract period and any renewal periods thereafter, they shall submit with their bid submission a letter from the Leasing Company (on Company letterhead) with whom they intend to lease the referenced equipment from, guaranteeing that if the said vendor (List Vendor Name) who is submitting this Invitation and Bid (**S4Z59950**) is award the contract or any part thereof, the required equipment, as listed above will be available to the vendor for the initial contract period and any renewal periods thereafter.

CREW

1. Crews shall consist of minimum of two workers. One foreman shall be present at all times during execution of the work. The foreman shall direct all work performed under this section and shall be thoroughly familiar with the type of plant materials being installed and the proper materials and methods of their installation. The foreman shall have experience with at least five (5) similar landscape installations other than work with the City of Philadelphia. Five (5) project references shall be supplied with this bid. The foreman shall have approved horticultural training, such as a BS or Associate degree in Horticulture or a diploma from the Longwood Gardens Professional Gardener Training Program and a minimum of five (5) years of experience in handling the specified materials. Contractor must provide the names and horticultural training credentials to the Department prior to the start of any work. Instructions given to the foreman shall have the same force as if given to the contractor directly.
2. Submit with the bid a resume of the employee(s) who will supervise the work crew.
3. Submit with the bid Pesticide Applicator's Licenses for the employees performing pest control.
4. Assign a minimum of one (1) foreman to supervise the work of a maximum of three (3) workers.

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NOTE: The City Reserves the right to inspect contractor's facilities and equipment. determined to have insufficient capacity of equipment may be ineligible for award.

5. Work attire: provide for the proper identification of work crews by issuing uniforms or by other means that will clearly identify individual crew members, his/her function, and employer.

1.12 MANDATORY PRE-BID MEETING:

A MANDATORY PRE-BID MEETING for all interested parties will be held on Wednesday, **July 10 at 1:00 PM** in Room 170A, Bid Room, Municipal Services Building, 1401 JFK Blvd. Philadelphia, PA 19102

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is Mandatory. Only bidders who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING.

1.13 NON-MANDATORY SITE INSPECTION:

Although site inspection is not mandatory, bidder is responsible for examining prior to bid submission, in detail the site(s) of the work to be done, shall acquaint himself with conditions affecting the work, and if applicable, shall take his own measurements for which he will be held responsible. The bid shall be prepared with due regard to the conditions existing or to be anticipated at the site(s) of the work. The City will not provide recourse for bidders not having visited the site in regards to price.

Attached are maps providing the areas for both the Vine Street Expressway and Baldwin Park to be covered under the terms of the contract resulting from this Invitation and Bid.

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SECTION 2: SPECIFICATIONS

2.1 **GENERAL**

2.1.1 **WORK INCLUDED**

General area to be covered by this Invitation and Bid shall be 18th and Vine Streets to Front and Callow hill Streets (I-676 of Vine Street Expressway) and Baldwin Park Park (18th and Hamilton Streets).

- A. Furnish all labor, materials, equipment, and supplies and perform all operations required to complete landscape site preparation, planting, and management work as specified in this Invitation and Bid.
- B. This work includes but is not limited to:
 1. Site preparation, per attached map for Vine Street Expressway/ Baldwin Park Landscape Maintenance.
 2. Contract Administration:

Name: Charles Dougherty, Jr.

Title: Assistant Director of Operations

Location: 1515 Arch Street, 10th Floor, Phila., PA 19102

Contact Numbers: Work: (215)-683-0222

Email: **Charles.A.Dougherty@phila.gov**
 3. Soil Testing and submittal of the soil test result to PPR or its representatives. Soil pH adjustments as necessary to achieve pH of 5.0 – 7.0.
 4. Excavation of shrub pits or beds, and beds for bulbs to the specified depth. Backfill and disposal of all excavated materials as required.

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5. Placing and planting all plant material, including woody and herbaceous plants and bulbs listed in the Bid Package.
6. Furnishing and placement of mulch.
7. Staking, guying (only if necessary), pruning, and maintenance, including watering, of all planted material until acceptance by the PPR or its representatives.
8. Maintaining all installed material from the time of acceptance for the one-year guarantee period following the acceptance of the completed work described in this Section.
9. Locating any existing utilities and subsurface systems and protecting them from damage during the work described in this Section as per Pennsylvania Act 287. This act requires clearances from the various utilities before digging. Most utilities can be reached through the use of the one call number (1-800-242-1776). Official clearance numbers are to be recorded and maintained by the contractor until the completion of the contract.
10. Locating street lighting and other private utilities such as cable TV lines and underground features such as water distribution lines, septic systems, irrigation systems, etc. and protecting them from damage.
11. The prevention of damage to existing site features during the work described in this Section.
12. Maintaining a clean and neat work site throughout the duration of the work described in this Section.
13. Cleaning up the site of the work described in this Section and removing any debris generated in executing the work.

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2.2 **WARRANTY (In addition to Paragraph 2.7)**

Contractor shall guarantee all materials, labor and equipment furnished and installed under this Contract to be free from all defects. The Contractor shall correct such defects at his own expense as may be necessary to the fulfillment of the Contract. The Contractor further agrees that the plant materials installed under this Contract shall be guaranteed for a period of one (1) year from the date of acceptance. Any defects that may develop within this period shall be replaced or repaired by the Contractor without any expense to the PPR.

2.3 **QUALITY ASSURANCE**

All work shall be performed in compliance with applicable requirements of governing authorities having jurisdiction. The following publications of the issues listed below, but referred to hereafter by basic designation only, form part of this specification to the extent designated by references thereto:

- 2.3.1 Federal Specifications (FS): O-F241D Mixed Commercial Fertilizer.
- 2.3.2 Grading of plants shall conform to the most recent edition of AMERICAN STANDARDS FOR NURSERY STOCK ASA Z60.1 published by the American Association of Nurserymen.
- 2.3.3 The names of plants required under this contract are to conform to those given in STANDARDIZED PLANT NAMES, 1942 Edition, prepared by The American Joint Committee on Horticultural Nomenclature.
- 2.3.4 All plant material shall comply with State and Federal laws, including quarantines with respect to inspection, plant diseases and insect infestation.
- 2.3.5 All plants shall be grown in accordance with good horticultural practices. Plants shall be grown under climatic conditions similar to those in the City of Philadelphia for at least two years. Successful bidders shall be prepared to supply certificates of origin from the respective nurseries for their stock. They shall have been transplanted or root pruned during growth, according to standards established by the AMERICAN ASSOCIATION OF NURSERYMEN.

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2.3.5.1 Plants shall be freshly dug. No heeled in plants or plants from cold storage will be accepted. They shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae, and shall have healthy, well-developed root systems. All plants are to be grown on their own roots. No grafted species are acceptable unless otherwise specified. All plants shall conform to the AMERICAN STANDARD FOR NURSERY STOCK, ASA Z60.1 published by the American Association of Nurserymen.

2.3.6 PESTICIDE APPLICATION

Parks and Recreation representatives must approve herbicide, insecticide and fertilizer types before being applied. Contractor must supply Parks and Recreation with a copy of all pesticide applicator records including the pesticide applicator number. Contractors are required to adhere to all State and Federal laws pertaining to the handling and use of pesticides.

2.4 INSPECTION AND SAMPLES

2.4.1 The Contractor shall request, in writing, the inspection of plant material by the PPR or it's Representative. The Contractor shall furnish complete information as to the location of all plants.

2.4.2 Plants shall be subject to inspection and approval at the place of growth and upon delivery for conformity to specifications as to quality, size and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the process of the work for size and conditions of balls and root systems, diseases, insects and latent defects or injuries. Rejected plants shall be removed from the site within forty-eight (48) hours. The Contractor shall furnish such certificates of inspection of plant materials as may be required by Federal, State or other authorities to accompany the shipments.

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2.4.3 The Contractor shall submit samples of the following materials to the PPR or its representative at least fifteen (15) days prior to the work covered in this contract:

- A. Planting soil mixes
- B. Fertilizer
- C. Mulch
- D. Peat, compost, and other soil amendments
- E. Seed mixes

2.4.4 When requested by the PPR or its representative, samples of other material shall be submitted for approval.

2.4.5 The Contractor shall request acceptance of the completed work and to begin the one (1) year guarantee and maintenance period, in writing.

2.4.6 The Contractor shall request final acceptance after the one (1) year guarantee period.

2.5 **PRODUCT HANDLING**

2.5.1 No plants shall be dug or delivered to the planting site until the required inspections have been made and the plants approved.

2.5.2 All stock shall be delivered promptly after digging.

2.5.3 Dig, pack, transport and handle plants with care to insure protection against climatic, seasonal and other injuries at all times. Cover plants transported in open vehicles with protective covering to prevent windburn. Unloading shall be carefully done so as to prevent injury to plants. Workmanship that fails to meet the highest standards in trade practice shall be rejected.

2.5.4 No plant should be bound with rope or wire at any time so as not to damage the bark or branches. Only biodegradable fabrics shall be used.

2.5.5 Plants shall not be pruned prior to delivery.

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- 2.5.6 Immediately after delivery all balled and burlapped plants shall be set on the ground and the balls well protected with soil. All plants shall be watered and properly maintained to the satisfaction of the PPR or its representative.
- 2.5.7 If plants cannot be planted immediately upon delivery, properly protect them by heeling-in with soil or moist mulch. Water heeled-in plants daily during dry periods and weekly under normal weather conditions.
- 2.5.8 Store products or plant material with protection from weather or other conditions that would damage or impair their quality or effectiveness.
- 2.5.9 Protect plants at all times during the planting process.
- 2.5.10 All material removed from the nursery in spring is to be treated with “Wilt-Pruf.” Evergreen material removed from the nursery in the fall is to be treated with “Wilt-Pruf.”

2.6 PROJECT CONDITIONS

- 2.6.1 After the award and prior to commencement of work, the Contractor will submit for approval a work schedule to the PPR. The Schedule is to include a detailed operation plan specifying deployment and development of manpower and equipment to meet the schedule for the items awarded.
- 2.6.2 Because of site security concerns, commercial trucks and vehicles operating on PPR Properties without required permission risk intervention. The Contractor will be responsible for notification and obtaining the necessary permission from the PPR and/or any other City agency, before the start of any work.
- 2.6.3 All scheduled work is to be performed during normal working hours – 7:00 AM – 3:00 PM – Monday through Friday unless approved by PPR or the designated contact. No work shall be performed on the following holidays:

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

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- 2.6.4 Schedule Saturday work will **NOT** be permitted unless approved by Philadelphia Parks and Recreation 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.
- 2.6.5 In the event the Contractor finds it necessary to apply a non-selective herbicide such as "Round-up™," prior approval by the PPR is required.
- 2.6.6 The 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, the Landscape Contractor's Daily Report.

2.7 WARRANTY (In Addition to Paragraph 2.2)

- 2.7.1 The Contractor shall guarantee all materials, labor and equipment furnished and installed under this contract to be free from all defects. The Contractor shall correct such defects at his own expense as may be necessary to the fulfillment of the contract. The Contractor further agrees that the Plant material installed under this contract shall be guaranteed for a period of one (1) year from the date of acceptance. Any defects which may develop within this period shall be replaced or repaired by the Contractor without any expense to the City.
- 2.7.2 Remove and immediately replace all plants, as determined by the PPR or its representative to be unsatisfactory during the initial planting installation.
- 2.7.3 Warrant plant material to be alive and in healthy, vigorous condition for a period of one (1) year after completion and acceptance of all work in this Section. Inspection of work of this Section for start of guarantee shall be made by the PPR or its representative at completion of planting.
- 2.7.4 Replace, at the direction of the PPR or its representative, and in accordance with Specifications in this Invitation and Bid, all plants that are dead, plants that are in unhealthy or unsightly condition, plants that have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. Plant material is considered dead if it is at least 25% dead, and in the case of trees, the main leader has died back. Warrant all plant material in accordance with this specification for a period of one (1) year after acceptance of installation.

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2.7.5 Warranty shall not include damage or loss of plant material caused by fires, floods, freezing rain, lightning, winds over 75 miles per hour, winter kill caused by severe winter conditions not typical of the planting area, by acts of vandalism or by negligence on the part of the PPR.

2.7.6 Manage all invasive weeds not considered part of the original planting.

2.8 **PRODUCTS**

2.8.1 PLANT MATERIALS

- A. All plants shall be the kind and size indicated on the Plant List and shall be true to name. All plant material shall be sound, healthy, vigorous nursery stock with a normal habit of growth typical of the variety or species specified, shall be free from defects, disfiguring knots, sun-scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers and all forms of infestation. All plants shall have a fully developed form without voids and open spaces uncharacteristic of their natural habit. All plants shall have been inspected and approved for sale, transporting and transplanting by all governmental agencies authorized to administer such control.
- B. All plant species are to be tagged with their botanical and common names. All plant-patented trees must also include their patent number on the identifier tag.
- C. Unless otherwise designated, all plants shall be nursery-grown and acclimated to local soil and climatic conditions.
- D. All plants shall be subject to inspection and approval by the PPR or its representative throughout the Contract period. The Contractor must supply to the PPR or its representative a letter of certification from the supplying nurseries that plant material supplied to the Contractor conforms to the requirements listed in this section.

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- E. Prior to delivery to the site, the Contractor shall arrange with the PPR or its representative the necessary nursery visits for the purpose of selecting and tagging plant material proposed for the project. This will include all plant material as specified. A list of plant material suppliers must be submitted for approval by the PPR or its representative prior to ordering material. PPR or its representative shall inspect proposed plants before plants will be permitted on site.
- F. Plants shall be true to measurement specified in the plant list. Plants larger than specified may be used if approved by PPR or its representative at no additional cost to the Contract Price.
- G. Substitutions of plant materials will not be permitted. If a plant is not available as specified, the Contractor is to notify PPR or its representative during the bidding procedures for a determination.
- H. Balled and burlapped stock shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary to the plant's full recovery from disturbance. Root balls shall be firmly wrapped with burlap and bound with twine or wire mesh. The ball sizes provided shall conform to the latest edition of AMERICAN STANDARDS FOR NURSERY STOCK. The ball shall be free of noxious weeds and excess soil on top of the root ball and around the trunk. No plant required to be balled and burlapped shall be planted if the ball is cracked or broken, either before or during the planting process. Loose, broken or manufactured balls will be rejected.
- I. Plants shall not be pruned prior to delivery.
- J. No pruning wounds shall be present with a diameter of more than one (1") inch. Any pruning wound shall show vigorous bark on all edges.
- K. Shrubs and small plants shall meet the requirements for spread and height indicated in the Plant List.

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1. The measurement for height shall be taken from the ground level to the average height of the top of the plant and not to the top of the longest branch.
2. Single stemmed or thin plants will not be accepted.
3. Side branches shall be generous, well twigged and well branched to the ground.
4. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, root or branch damage or other injuries.
 - L. Container stock shall have been grown in its delivery container for not less than six (6) months but not more than two (2) years. Samples, selected at random by the PPR or its representative, shall neither exhibit root bound conditions nor the inability to hold soil firmly intact. Such plants shall be rejected and replaced by the Contractor at no additional cost to the Contract price.
 - M. All plant material must be adequately containerized, packaged, etc. to insure viability of plants and the protection of root parts and other plant parts against climatic, seasonal and other injuries.

2.9 **PLANTING PROCEDURES FOR PLANT MATERIALS**

2.9.1 General:

1. Planting season: Planting operations shall be conducted under favorable weather conditions during the next season or seasons which are normal for such work as determined by accepted practice in the locality of the project. The planting season, if stated, assumes adequate moisture in the ground for proper planting conditions. Planting may be halted temporarily by the PPR or its representative if soil or weather conditions are unsatisfactory for planting. Appropriate planting dates are:

Balled and burlapped deciduous plants: March 1 to April 30 in the spring.
October 15 to December 15 in the fall.

Container-grown deciduous plants: March 1 to June 15 in the spring.
August 15 to December 15 in the fall.

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Balled and burlapped evergreen plants: March 15 to April 30 in the spring.
September 1 to November 15 in the fall.

Container-grown evergreen plants: March 15 to June 15 in the spring.
August 15 to November 15 in the fall.

2. At the option and on the full responsibility of the Contractor and with the approval of the PPR or its representative, planting operations may be conducted under unseasonable conditions without additional compensation.
3. No container grown plant material shall be planted if not acclimated to the current weather conditions.
4. Provide and install fertilizer as specified.

A. Setting of Plants in Pits:

1. Plants shall be carried and lowered into the planting pit by the root ball.

They should not be lifted by the trunk or by branches.

2. Plants shall be set plumb in the center of the pit with the most desirable side facing the most prominent view.

B. General Shrub Planting:

Plant according to specifications and as follows:

1. Massed shrubs shall be planted in beds prepared as specified in this section. Within the bed, a pit for the proper setting of each shrub shall be excavated.
2. Cut and remove wire and rope from the top of the rootball and roll burlap back a minimum one third (1/3) of root ball height. Remove as much burlap, woven products and twine as possible. Remove all plastic or synthetic film or twine from the rootball. Cut all twine away from the trunk.

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3. Water shrub or shrub mass thoroughly in order to saturate the rootballs and eliminate air pockets.
4. Mulch after planting and stabilization.
5. Plants shall be installed so that the roots are surrounded by the soil below the mulch. Roots shall not be planted in mulch. Potted plants shall be set so that the soil at the top of the pot is at the same level as the existing grade. The roots of bare root plants shall be covered up to the crown.
6. Soil should be firmed around plant roots.
7. The entire planting bed should be watered thoroughly within one hour of planting.
8. Cover all planting areas with specified mulch to a uniform loose depth of two (2") inches taking care not to cover the plants or their crowns. Beds shall not be mulched when plants are dormant.
9. All planting areas shall be raked to a smooth, even finish. All extraneous materials in the planting beds greater than one half (½") inch in size shall be removed from the site and the entire area left in a neat, well- finished condition.

C. Mulching:

1. All plant beds and pits shall be mulched to a uniform loose depth of three (3") inches with the mulch specified unless directed otherwise.

D. Pruning:

1. All pruning after planting shall be performed only with the approval and under the direction of the PPR or its representative.

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2. Only clean, sharp tools shall be used.
3. All plant material shall be pruned in accordance with good horticultural practice to preserve the natural character of the plant.
4. Broken branches, dead branches and branches which interfere with the desired shape of the plant shall be removed.
5. Any pruning cuts shall be made at an angle away from the branch to allow for proper drainage.
6. Only clean, sharp tools shall be used.
7. All plant material shall be pruned in accordance with good horticultural practice to preserve the natural character of the plant.
8. Broken branches, dead branches and branches which interfere with the desired shape of the plant shall be removed.
9. Any pruning cuts shall be made at an angle away from the branch to allow for proper drainage.

2.9.2 **CLEAN UP, PROTECTION AND MAINTENANCE**

A. Clean Up:

1. During planting all areas shall be kept neat and clean, and all reasonable precautions shall be taken to avoid damage to existing site features.
2. The Contractor shall remove and properly dispose of all debris during the progress of this work.

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3. Upon completion of the work, all equipment, unused materials, and remaining debris shall be removed from the site and the area cleaned to the satisfaction of the PPR or its representative.
4. Any damaged areas shall be restored to their original condition at the Contractor's expense.

B. Protection:

1. The Contractor shall at all times protect the work and the materials in and about the project from damage caused by the work related to construction, weather, wind, fire, theft, the public etc. and shall make good any such damage or loss occurring entirely at the Contractor's own expense.
2. Special planting techniques, defoliating, wilt proofing or spray misting may be required by the PPR or its representative for unseasonal planting, prolonged periods of drought, etc.
3. No work shall be performed in, over or adjacent to planting areas without proper protection and safeguards.
4. The Contractor shall not store any material or equipment on PPR property without the written consent of the PPR.

C. Maintenance:

1. The Contractor shall perform all maintenance of the landscaping work beginning immediately after each plant is planted and extended through the course of the project until the date of provisional acceptance of the work.
2. Maintenance of new plantings shall consist of:
 - a. Pruning in accordance with good horticultural practice.
 - b. Removal dead and diseased plants or parts of plants from the site.

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c. Replacement of dead or diseased plants in the appropriate planting season.

d. Watering:

General Plantings: The root system of all plants shall be watered at such intervals as will keep the surrounding soil in best condition during and at the end of the maintenance period. Water shall be applied at a low water pressure directly to each planting pit, allowing water to be absorbed into the planting pit soil until saturated, but without runoff.

e. Weeding: All undesirable vegetation growing in planted areas shall be removed at such intervals as will keep those areas in a weed free condition. The use of herbicides must be approved by the PPR or its representative.

f. Resetting plants to proper grades and upright positions.

g. Restoration of planting saucers.

1. Furnishing and applying such sprays as are necessary to keep the planting free from insect and disease.

3. If planting is performed after grass area preparation, proper protection to grass areas shall be provided and any damage resulting from planting operations repaired promptly.

4. Planting areas and plants shall be protected at all times against damage of any kind for the duration of the maintenance period. If plants become damaged or injured, they shall be treated or replaced as directed by the PPR or its representative at no additional cost.

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5. Guy wires, stakes and hoses shall be removed prior to the end of the maintenance period.
6. All remaining rope and burlap must be removed from rootballs of planted material at the end of the maintenance period.
7. Proper disposal of any debris generated in the performance of maintenance tasks shall be required.
8. During the maintenance interval the contractor shall be responsible for the performance of all work as outlined above.

D. Acceptance:

1. The Contractor shall request acceptance of the completed installation work at the time of completion and to begin the one (1) year guarantee and maintenance period.
2. At the conclusion of the twelve- month maintenance period, a final inspection of the planting site will be made by the PPR. Plantings not approved at the time of the final inspection shall be replaced as indicated by the inspector without additional compensation. Replacements shall be made in the current or following planting season with a similar size and species as the original planting.
3. The Contractor is responsible for any replacement plant for a period of twelve (12) months after the plant is approved on an invoice.

2.10 VINE STRET GROUNDS MAINTENANCE:

2.10.1 25050 008 000

Soil Test: Contractor will conduct a soil test *in spring* (April - May) to determine fertility needs and make results available to Philadelphia Parks & Recreation for review. Payment will be approved after results have been forwarded to Parks & Recreation staff.

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2.10.2 **25050 008 001 00**

Turf Aerification: The entire turf area will be aerified using a minimum 4" length, 3/8" diameter, hollow core aerator in a minimum of four (4) directions, ie. Crisscross then diagonally. Small walk behind machinery as well as manual hand raking and walk behind seeding equipment is required to cover inaccessible turf areas adjacent to curb edges, benches and other outdoor fixtures. After coring, the lawn will be dragged to break up the plugs and prepare the seedbed.

2.10.3 **25050 008 002 00**

Turf Groove Seed: The groove seed task shall be completed no later than April 30th in the spring application and September 30th in the fall application. Grass seed will be planted using a groove or disc seeder in three directions, ie. Crisscross then diagonally. Contractor shall apply salt hay or Penn mulch over seeded areas to deter pigeon feeding. Contractor shall remove salt hay after satisfactory germination. Contractor will apply a starter fertilizer, such as Scott's 19-26-5, to the soil. Rate and application will be according to the manufacturer's recommendation.

The Groove Seed task will be approved for payment only after satisfactory seed germination. Only the following seed mix, or an approved equal, will be used:

100% Tall Type Fescue

2.10.4 **25050 008 003 00**

Herbicide Application: Broadleaf weeds will be eliminated. **Herbicides containing dicamba, such as Trimec, will not be permitted in areas populated with trees.** Contractor will perform a pre-emergent weed control in the spring to control crabgrass. Broadleaf control will be applied in late spring, early summer, and possibly early fall. Contractor shall apply "SedgeHammer" or similar herbicide to eradicate yellow nut sedge as needed. Contractor must supply Philadelphia Parks & Recreation with a copy of all pesticide applicator records.

2.10.5 **25050 008 005**

Turf Fertilization: Contractor will anticipate fertilizing turf in late spring *and late fall*. Fertilizer type will be 27-5-12, 35% C.R.N. at the rate of 3.7 lbs./per 1,000 square feet or as recommended by the soil analysis.

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2.10.6 **25050-008-006-00**
Spring Cleanup: The entire grounds will be **hand raked** and cleared of all debris, organic and inorganic, including leaves and trash in shrub beds, tree wells, lawns and paved areas. All liriope will be sheared to a height of one half inch(s) (1-½“) as part of cleanup. The use of blowers is permissible to augment debris collection but will not substitute for complete hand raking of all lawn areas. Ornamental grass and perennials shall be cut back to eliminate prior year’s growth and to promote current season growth. Contractor is responsible for proper disposal of all material associated with the spring cleanup task.

2.10.7 **25050 008 007 00**
Fall Cleanup: The entire grounds will be hand raked and cleared of all debris, organic and inorganic as in the spring cleanup. All perennials will be cut back to eliminate prior year’s growth and promote spring growth. The use of blowers is permissible to augment debris collection but will not substitute for complete **hand raking** of all lawn areas. All annual plant material shall be removed as part of the fall cleanup.

Contractor can expect to perform this task the week prior to Thanksgiving unless otherwise directed by Parks & Recreation staff. Contractor is responsible for proper disposal of all material associated with the Fall Cleanup task.

2.10.8 **25050 008 017 00**
Litter Removal: All litter will be removed from the entire grounds Contractor can anticipate performing litter removal operations on a weekly basis throughout the entire year or as needed. Included are all lawn areas and planted beds. Homeless debris are included as part of the litter removal task. All hard surfaces including walkways and crosswalks shall be blown off and/or vacuumed as part of the litter removal task. The intent of the litter removal task is to maintain the entire grounds in a neat and tidy manner throughout the entire year or as needed. Contractor is responsible for proper disposal of all debris generated as part of litter removal.

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- 2.10.9 **25050 008 008 00**
Weed Control: All tree wells, shrub beds, and hard surfaces (including pathways) will be maintained free of weeds at all times. ***The use of a line trimmer to maintain weeds in shrub beds and tree wells is strictly prohibited.*** The use of mulch and herbicides is permissible where appropriate. Parks & Recreation staff will approve herbicide type and method of application. Contractor will add an indicator dye such as “Bulls Eye” to the chemical mixture to mark all sprayed areas. In general, the manufacturer's recommendations for "Roundup" are acceptable.
- 2.10.10 **25050 008 061**
Mulch Application: Contractor will establish a 3” deep edge on all tree wells and planted beds as part of the mulch application task. Any trees that lack mulch rings shall have mulch rings incorporated as part of mulch application. All planted beds and tree wells, including trees in the lawn, will be mulched to a depth of two inches of shredded hardwood bark that consists of at least 80% true bark and no more than 20% wood. Mulch shall be weed free, no dye. Contractor shall make certain that mulch does not build up against tree trunks or cover root flares. Prior to application, a sample of not less than one cubic yard (1cy) must be provided for approval by Parks & Recreation staff.
- 2.10.11 **25050 008 010 00**
Shrub Fertilization: All planted beds and tree wells shall receive an application of acidifying fertilizer such as “Hollytone”. Application shall be at a rate of 3lbs. /1,000 square feet of dry granular.
- 2.10.12 **25050 008 011 00**
Shrub Spraying: Contractor will perform a soil drench application of a systemic insecticide such as “Merit” to all cotoneaster to control lacebug. Contractor can expect to perform this task in early spring. Contractor must identify and control harmful insects and diseases using acceptable materials and practices. This is not necessarily for a one-time pesticide application. The contractor must consider this per treatment program. The contractor will propose control measures as an entire treatment program, which may entail multiple pesticide applications to Parks & Recreation staff for consideration. The contractor will not proceed with control without prior approval from Parks & Recreation staff. Contractor will provide Philadelphia Parks & Recreation with copies of all pesticide records regarding the shrub spraying.

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2.10.13 **25050 008 013 00**

Irrigation: Contractor can anticipate providing all equipment and manpower for all irrigation purposes. All shrub beds, planters and trees shall be sufficiently irrigated during periods of high temperature and/or drought to prevent desiccation and promote vigorous growth. This task shall be performed at the direction of Parks & Recreation staff.

2.10.14 **25050 008 012 00**

Shrub Pruning: The intent of the shrub pruning task is for the rejuvenation health and appearance of each shrub. Each shrub must be considered individually for the most appropriate pruning cuts to be made. When applicable, consideration will be given to preserve sight lines and maximize irrigation head coverage. In general, follow these guidelines: shearing is not permitted, remove branches that lie on the ground, have little or no foliage, weak, broken, crossing, dead, diseased or infested with insects. Vigorous, unbranched shoots originating from the base should be removed at their origin. Remove 25 to 30% of the oldest wood. Clip young wood to maintain shrub size or shape. Contractor is responsible for proper disposal of all debris associated with the pruning task.

2.10.15 **25050 008 057**

Tree Pruning: Pruning will be done in accordance with the latest revision of the "Tree Shrub and other Woody Plant Maintenance-Standard Practices", ANSI 300 latest revision. These standards are made part of this contract by reference. The tree pruning task is limited to ground and ladder work only and will not require climbing ropes, saddles or bucket truck. In general, contractor can expect to elevate lower limbs in consideration to size, species and location of tree. Remove all dead and dying branches and stubs more than three quarter inch (3/4") in diameter or more than 3" long. Laterally prune branches to a lateral large enough to assume a terminal role, no stubs.

2.10.16 **25050 008 062**

English Ivy (Hedera helix) Prune: Areas to be considered as part of English ivy pruning are all areas from 7th to 2nd Streets along Wood Street and Callowhill Streets. Also, the ivy patch on Vine Street between 17th & 18th Streets south side. English ivy emanating from the vertically grooved concrete retaining wall shall remain intact and is not included as part of the English ivy pruning task. All English ivy growing on the ground surface shall be pruned to a maximum height of two and one half inches - (2.5").

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All ivy shall be pruned to fully expose the entire decorative red bricked wall surface including all white decorative capstones on Wood Street and Callowhill Streets. Any English ivy clinging to desirable woody trees shall be promptly removed and a three foot (3") minimum ivy free tree ring established. All Ivy shall be pruned from the winding walkway between 6th & 7th Streets along north Callowhill Street to fully expose all hard surfaces and decorative Belgium block. Pruning shears, line trimmers, mowing equipment and mechanical blowers are permissible to augment the English ivy pruning task. Contractor is responsible for proper disposal of all debris generated as part of the ivy removal task.

2.10.17 **25050 008 056**

Invasive Plant Removal: Areas to be considered as part of invasive plant removal are the elevated planted beds along Wood Street directly adjacent to the highway. Any English ivy clinging to desirable woody trees shall be promptly removed and a three foot (3") minimum ivy free tree ring established. All invasive plant material is to be removed and the stumps treated with herbicide to prevent re-growth.

Dead or dying vegetation located in the elevated beds shall be removed as part of the invasive plant material task. Contractor is responsible for proper disposal of all debris associated with the invasive plant material removal task.

2.10.18 **25050 008 054**

Tree Removal: At the request of Parks & Recreation staff, contractor shall remove any existing tree with a fifteen inch (15") maximum caliper. Includes as part of the tree removal task, contractor shall remove tree in its entirety, grind stump and root systems to a thirty inch (30") minimum depth. Stump grindings need not be removed from site but sufficiently spread out and incorporated into the existing soil.

2.10.19 **25050 008 055**

Stump Removal: At the request of Parks & Recreation staff, contractor shall remove any existing tree stumps with a Fifteen inch (15") maximum caliper. Included as part of the stump removal task, contractor shall remove tree stump in its entirety, grind stump and root systems to a thirty inch (30") minimum depth. Stump grindings need not be removed from site but sufficiently spread out and incorporated into the existing soil.

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2.10.20 **25050 008 032 00**

Tree Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable trees in three to two and two and half inch caliper (2-2.5"cal) such as white oak or in the quantities and sizes requested. Contractor will ensure the root systems of all plants entirely occupy the planting medium. All plant genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Parks & Recreation staff to perform a site inspection of all plant material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All plant material furnished and installed by the contractor will be guaranteed to survive one year (1yr) from the date of planting. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period, including watering. Ten percent (10%) of the bid costs will be held in escrow until such time as the guarantee period expires and the plants are determined to be in good health.

2.10.21 **25050 008 063**

Shrub Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable five gallon (5gal) shrubs such as Vibernum 'Carlesii' or in the quantities and sizes requested. Contractor will ensure the root systems of all plants entirely occupy the planting medium. All plant genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Parks & Recreation staff to perform a site inspection of all plant material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All plant material furnished and installed by the contractor will be guaranteed to survive one year (1yr) from the date of planting. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period, including watering. Ten percent (10%) of the bid costs will be held in escrow until such time as the guarantee period expires and the plants are determined to be in good health.

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2.10.22 **25050 008 053**

Perennial Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable one gallon (1gal) perennials such as astilbe or in the quantities and sizes requested. Contractor will ensure the root systems of all plants entirely occupy the planting medium. All plant genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Parks & Recreation staff to perform a site inspection of all plant material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All plant material furnished and installed by the contractor will be guaranteed to survive one year (1yr) from the date of planting. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period, including watering. Ten percent (10%) of the bid costs will be held in escrow until such time as the guarantee period expires and the plants are determined to be in good health.

2.10.23 **25050 008 064**

Bulb Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable bulbs such as fifteen centimeter (15cm) 'King Alfred' daffodil bulbs or in the quantities and species requested. All bulb genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Park staff to perform a site inspection of all bulb material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All bulbs furnished and installed by the contractor will be guaranteed to survive for the duration of the growing season. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period.

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2.11 **BALDWIN PARK LANDSCAPE MAINTENANCE SERVICE (formerly known as Franklintown)**

In Section 5, "Pricing", bidder shall state a firm unit cost for each task as described below and in accordance with the general specifications listed above.

2.11.1 **25050 008 065**

Soil Test: Contractor will conduct a soil test *in spring (April – May)* to determine fertility needs and make results available to Philadelphia Parks & Recreation for review. Payment will be approved after results have been forwarded to Parks & Recreation staff.

2.11.2 **25050 008 035 00**

Herbicide Application: Broadleaf weeds will be eliminated. **Herbicides containing dicamba, such as Trimec, will not be permitted in areas populated with trees.** Contractor will perform a pre-emergent weed control in the spring to control crabgrass. Broadleaf control will be applied in late spring, early summer, and possibly early fall. Contractor shall apply "SedgeHammer" or similar herbicide to eradicate yellow nut sedge as needed. Contractor must supply Philadelphia Parks & Recreation with a copy of all pesticide applicator records.

2.11.3 **25050 008 036 00**

Turf Fertilization: Contractor will anticipate fertilizing turf in late spring *and late fall*. Fertilizer type will be 27-5-12, 35% C.R.N. at the rate of 3.7 lbs./per 1,000 square feet or as recommended by the soil analysis.

2.11.4 **25050 008 039 00**

Spring Cleanup: The entire grounds will be **hand raked** and cleared of all debris, organic and inorganic, including leaves and trash in shrub beds, tree wells, lawns and paved areas. All liriopse will be sheared to a height of one half inch(s) (1-½") as part of cleanup. The use of blowers is permissible to augment debris collection but will not substitute for complete hand raking of all lawn areas. Ornamental grass and perennials shall be cut back to eliminate prior year's growth and to promote current season growth. Contractor is responsible for proper disposal of all material associated with the spring cleanup task.

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2.11.5 **25050 008 040 00**

Fall Cleanup: The entire grounds will be hand raked and cleared of all debris, organic and inorganic as in the spring cleanup. All perennials will be cut back to eliminate prior year's growth and promote spring growth. The use of blowers is permissible to augment debris collection but will not substitute for complete **hand raking** of all lawn areas. All annual plant material shall be removed as part of the fall cleanup. Contractor can expect to perform this task the week prior to Thanksgiving unless otherwise directed by Parks & Recreation staff. Contractor is responsible for proper disposal of all material associated with the Fall Cleanup task.

2.11.6 **25050 008 049 00**

Litter Removal: All litter will be removed from the entire grounds Contractor can anticipate performing litter removal operations on a weekly basis throughout the entire year or as needed. All trash receptacles are to be completely cleaned of trash and the liners replaced. Included are all lawn areas and planted beds. Homeless debris are included as part of the litter removal task. All hard surfaces including walkways and crosswalks shall be blown off and/or vacuumed as part of the litter removal task. The intent of the litter removal task is to maintain the entire grounds in a neat and tidy manner throughout the entire season. Contractor is responsible for proper disposal of all debris generated as part of litter removal.

2.11.7 **25050 008 037 00**

Weed Control: All tree wells, shrub beds, and hard surfaces (including pathways) will be maintained free of weeds at all times. **The use of a line trimmer to maintain weeds in shrub beds and tree wells is strictly prohibited.** The use of mulch and herbicides is permissible where appropriate. All perimeter cyclone fence lines are included in weed control operations including the entire rocked area along the south side of the Park. Any volunteer perennial plant material that is not intended to grow in a designated bed, such as lirioppe growing within a rose shrub bed, shall be promptly eradicated. Parks & Recreation staff will approve herbicide type and method of application. Contractor will add an indicator dye such as "Bulls Eye" to the chemical mixture to mark all sprayed areas. In general, the manufacturer's recommendations for "Roundup" are acceptable.

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- 2.11.8 **25050 008 038 00**
Mulch Application: Contractor will establish a 3” deep edge on all tree wells and planted beds as part of the mulch application task. Any trees that lack mulch rings shall have mulch rings incorporated as part of mulch application. All planted beds and tree wells, including trees in the lawn, will be mulched to a depth of two inches of shredded hardwood bark that consists of at least 80% true bark and no more than 20% wood. Mulch shall be weed free, no dye. Contractor shall make certain that mulch does not build up against tree trunks or cover root flares. Prior to application, a sample of not less than one cubic yard (1cy) must be provided for approval by Parks & Recreation staff.
- 2.11.9 **25050 008 066**
Shrub Pruning: The intent of the shrub pruning task is for the rejuvenation health and appearance of each shrub. Each shrub must be considered individually for the most appropriate pruning cuts to be made. When applicable, consideration will be given to preserve sight lines and maximize irrigation head coverage. All shrubbery exceeding any rock wall boundary shall be pruned back to remain within all rock wall boundaries. In general, follow these guidelines: shearing is not permitted, remove branches that lie on the ground, have little or no foliage, weak, broken, crossing, dead, diseased or infested with insects. Vigorous, unbranched shoots originating from the base should be removed at their origin. Remove 25 to 30% of the oldest wood. Clip young wood to maintain shrub size or shape. Contractor is responsible for proper disposal of all debris associated with the pruning task.
- 2.11.10 **25050 008 043 00**
Perennial Pruning: The intent of the perennial pruning task is for the rejuvenation health and appearance of each perennial. All plantings in the perennial beds shall be deadheaded continuously throughout the entire growing season to promote plant health and encourage re-bloom. Any dead or diseased perennial plant material shall be pruned or removed as needed. Particular attention will be given to mid season yarrow pruning and removal of spent yucca stalks. All perennials exceeding any rock wall boundary shall be pruned back to remain within all rock wall boundaries. Contractor is responsible for proper disposal of all debris associated with the pruning task.

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- 2.11.11 **25050 008 042 00**
PLANTED BED FERTILIZATION: All planted beds shall receive a slow release fertilizer such as “Osmocote” to be applied according to manufacturer recommendations or as recommended by the soil test.
- 2.11.12 **25050 008 067**
Shrub Spraying: Contractor will perform a soil drench application of a systemic insecticide such as “Merit” to all cotoneaster to control lacebug. Contractor can expect to perform this task in early spring. Contractor must identify and control harmful insects and diseases using acceptable materials and practices. This is not necessarily for a one-time pesticide application. The contractor must consider this as an entire treatment program, which may entail multiple pesticide applications per treatment program. The contractor will propose control measures to Parks & Recreation staff for consideration. The contractor will not precede with control without prior approval from Parks & Recreation staff. Contractor will provide Philadelphia Parks & Recreation with copies of all pesticide records regarding the shrub spraying.
- 2.11.13 **25050 008 048 00**
Tree Pruning: Pruning will be done in accordance with the latest revision of the “Tree Shrub and other Woody Plant Maintenance-Standard Practices”, ANSI 300 latest revision. These standards are made part of this contract by reference. The tree pruning task is limited to ground and ladder work only and will not require climbing ropes, saddles or bucket truck. In general, contractor can expect to elevate lower limbs in consideration to size, species and location of tree. Remove all dead and dying branches and stubs more than three quarter inch (3/4”) in diameter or more than 3” long.
- Laterally prune branches to a lateral large enough to assume a terminal role, no stubs. Contractor is responsible for proper disposal of all debris associated with the pruning task.

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2.11.14 **25050 008 044 00**

Tree Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable trees in three to two and two and half inch caliper (2-2.5"cal) such as white oak or in the quantities and sizes requested. Contractor will ensure the root systems of all plants entirely occupy the planting medium. All plant genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Parks & Recreation staff to perform a site inspection of all plant material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All plant material furnished and installed by the contractor will be guaranteed to survive one year (1yr) from the date of planting. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period, including watering. Ten percent (10%) of the bid costs will be held in escrow until such time as the guarantee period expires and the plants are determined to be in good health.

2.11.15 **25050 008 045 00**

Shrub Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable five gallon (5gal) shrubs such as Viburnum 'Carlesii' or in the quantities and sizes requested. Contractor will ensure the root systems of all plants entirely occupy the planting medium. All plant genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Parks & Recreation staff to perform a site inspection of all plant material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All plant material furnished and installed by the contractor will be guaranteed to survive one year (1yr) from the date of planting. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period, including watering. Ten percent (10%) of the bid costs will be held in escrow until such time as the guarantee period expires and the plants are determined to be in good health.

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2.11.16 **25050 008 046 00**

Perennial Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable one gallon (1gal) perennials such as astilbe or in the quantities and sizes requested. Contractor will ensure the root systems of all plants entirely occupy the planting medium. All plant genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Parks & Recreation staff to perform a site inspection of all plant material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All plant material furnished and installed by the contractor will be guaranteed to survive one year (1yr) from the date of planting. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period, including watering. Ten percent (10%) of the bid costs will be held in escrow until such time as the guarantee period expires and the plants are determined to be in good health.

2.11.17 **25050 008 047 00**

Bulb Installation: At the request of Parks & Recreation staff, the contractor will furnish and install healthy and viable bulbs such as fifteen centimeter (15cm) 'King Alfred' daffodil bulbs or in the quantities and species requested. All bulb genus and species must be clearly labeled. Contractor will give forty-eight hours (48hrs) minimum advance notice to Park staff to perform a site inspection of all bulb material prior to planting. Philadelphia Parks & Recreation reserves the right to reject any plant material that does not meet specifications in regard to size, viability and species correctness. All bulbs furnished and installed by the contractor will be guaranteed to survive for the duration of the growing season. It is the full responsibility of the contractor to ensure the plant material survives the guarantee period.

2.12 Bidders shall submit a price for each item listed above in Sections 2.10 and 2.11. Prices shall be firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the vendor may increase prices as per paragraph 4.3 "Price Increase or Decrease."

2.13 All pesticides used in the performance of this contract must be EPA approved. Any application of pesticides must have approval by the authorized Parks and Recreation Staff member prior to the application of the pesticide.

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- 2.14 After award and prior to commencement of work, the contractor will submit for approval a work schedule to Philadelphia Parks and Recreation. No mowing.
- 2.15 All work is subject to inspection prior to payment by the Director of Parks and Recreation or the listed contact or his designee.
- 2.16 Contractor must have sufficient equipment to insure that all work is done efficiently and expeditiously. The City reserves the right to inspect contractors facilities and equipment. Contractors determined to have insufficient capacity of equipment may be ineligible for award. (See paragraph 1.11.)
- 2.17 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.

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 to the lowest responsive and responsive bidder based upon the total listed in Section 5, “pricing,” (items 5.1.1 through 5.2.17). Bidder must bid all items to be eligible for award. Vendor must also be in compliance with equipment requirements listed under paragraph 1.11.1

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 product and/or 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 product or 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 delivery 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 and/or products 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 products/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.**

4.1.5 **MATERIALS TESTING:**

The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If product fails, or is different from product supplied at award stage, rejection procedures will be implemented.

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may deliver only products, services or equipment (as applicable) 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.

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- 4.2.2 Contractor may deliver only products, services or equipment (as applicable) 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 deliver products, services or equipment (as applicable) 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.
- 4.2.4 **DELIVERY:**
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.
- 4.2.4.1 **Liquidated Damages:**
Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.
- 4.2.5 In the event that the contractor receives an order for products, services or equipment 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.
- 4.2.6 Should products, services, or equipment be delivered 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.
- 4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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

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 \$500.00 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. Property Damage
4. Missed Deadline
5. Schedule Delay
6. 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. **Property Damage**
Property Damage is defined as any damage to buildings, facilities, fence lines, etc. and all features in the landscape.
4. **Missed De**
Missed Deadline is defined as the vendor's failure to meet the contract requirement of completing the Landscape planting and maintenance services within their designated time frames.
5. **Schedule Delay**
Schedule delay is defined as the occasion when the vendor does not adhere to the agreed upon schedule of work at the designated PPR locations.
6. **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. Trash may not be left overnight.
7. Existing penalties for poor workmanship and performance apply to all sections of the contract including new, or added areas.

4.2.10

RECYCLING INFORMATION REQUEST:

The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES NO

Is your product packaged and/or shipped in material containing recycled content? YES NO

Is your product recyclable after it has reached its intended end use? YES NO

Is your product shipped in returnable Containers? YES NO

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4.2.11

Approval of Work:

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return are to be at the sole expense of the Contractor.

4.2.12

At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.2.13

Invoices/Receipts:

4.2.13.1 Successful bidder(s) agrees not to invoice more than once per month.

4.2.13.2 All invoices/receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel.

4.2.13.3 Invoices should be sent in triplicate to each ordering department.

4.2.13.3.1 One (1) original and two (2) copies of fully itemized invoices.

4.2.13.3.2 See also item 4.1.2 above.

4.3 **PRICE INCREASE OR DECREASE**

Contractor shall provide Vine Street Expressway/Baldwin Park Landscape Maintenance Service - Parks and Recreation at the prices set forth in Section 5 for a period of twelve (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 two (2) additional one (1) year period(s) plus one seven (7) month period. Contractor may increase prices for future renewal periods provided that:

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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 the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers- Philadelphia, as published by the US. Department of Labor, Bureau of Labor Statistics. The CPI shall be based upon June of the current year from June of the preceding year.

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.

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

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SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

5.1 VINE STREET EXPRESSWAY LANDSCAPE MAINTENANCE SERVICE

Lot (LO) Price on items listed below shall include the entire Vine street area (18th and Vine Streets to Front and Callowhill Streets) unless otherwise specified in Section 2 under each individual task.

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.1	25050 008 000 SOIL TEST (PARAGRAPH 2.10.1) STATE PRICE PER TEST	1	MO	\$_____	\$_____
5.1.2	25050 008 001 00 TURF AERIFICATION. (Paragraph 2.10.2)	1	MO	\$_____	\$_____
5.1.3	25050 008 002 00 TURF GROOVE SEED. (PER PARAGRAPH 2.10. 3)	1	MO	\$_____	\$_____
5.1.4	25050 008 003 00 HERBICIDE APPLICATION. (PER PARAGRAPH 2.10.4)	1	MO	\$_____	\$_____
5.1.5	25050 008 005 TURF FERTILIZATION. (PER PARAGRAPH 2.10.5)	1	MO	\$_____	\$_____
5.1.6	25050 008 006 00 SPRING CLEANUP. (PER PARAGRAPH 2.10.6)	1	MO	\$_____	\$_____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.7	25050 008 007 00 FALL CLEANUP. (PER PARAGRAPH 2.10.7)	1	LO	\$_____	\$_____
5.1.8	25050 008 008 00 WEED CONTROL (PER PARAGRAPH 2.10.9)	2	EA	\$_____	\$_____
5.1.9	25050 008 017 00 LITTER REMOVAL (PER PARAGRAPH 2.10.8)	50	EA	\$_____	\$_____
5.1.10	25050 008 061 MULCH APPLICATION (PER PARAGRAPH 2.10.10)	1	EA	\$_____	\$_____
5.1.11	25050 008 010 00 SHRUB FERTILIZATION (PER PARAGRAPH 2.10.11)	1	EA	\$_____	\$_____
5.1.12	25050 008 011 00 SHRUB SPRAYING (PER PARAGRAPH 2.10.12)	1	LO	\$_____	\$_____
5.1.13	25050 008 013 00 IRRIGATION (PER PARAGRAPH 2.10.13)	10	LO	\$_____	\$_____
5.1.14	25050 008 012 00 SHRUB PRUNING (PER PARAGRAPH 2.10.14)	1	LO	\$_____	\$_____
5.1.15	25050 008 057 TREE PRUNING (PER PARAGRAPH 2.10.15)	1	LO	\$_____	\$_____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.16	25050 008 062 ENGLISH IVY (Hedera helix) PRUNE (PER PARAGRAPH 2.10.16)	1	MO	\$_____	\$_____
5.1.17	25050 008 056 INVASIVE PLANT REMOVAL (PER PARAGRAPH 2.10.17)	1	LO	\$_____	\$_____
5.1.18	25050 008 054 TREE REMOVAL (PER PARAGRAPH 2.10.18)	1	EA	\$_____	\$_____
5.1.19	25050 008 055 STUMP REMOVAL (PER PARAGRAPH 2.10.19)	1	EA	\$_____	\$_____
5.1.20	25050 008 032 00 TREE INSTALLATION (PER PARAGRAPH 2.10.20)	3	EA	\$_____	\$_____
5.1.21	25050 008 063 SHRUB INSTALLATION (PER PARAGRAPH 2.10.21)	25	LO	\$_____	\$_____
5.1.22	25050 008 053 PERENNIAL INSTALLATION (PER PARAGRAPH 2.10.22)	25	LO	\$_____	\$_____
5.1.23	25050 008 064 BULB INSTALLATION (PER PARAGRAPH 2.10.23)	500	LO	\$_____	\$_____

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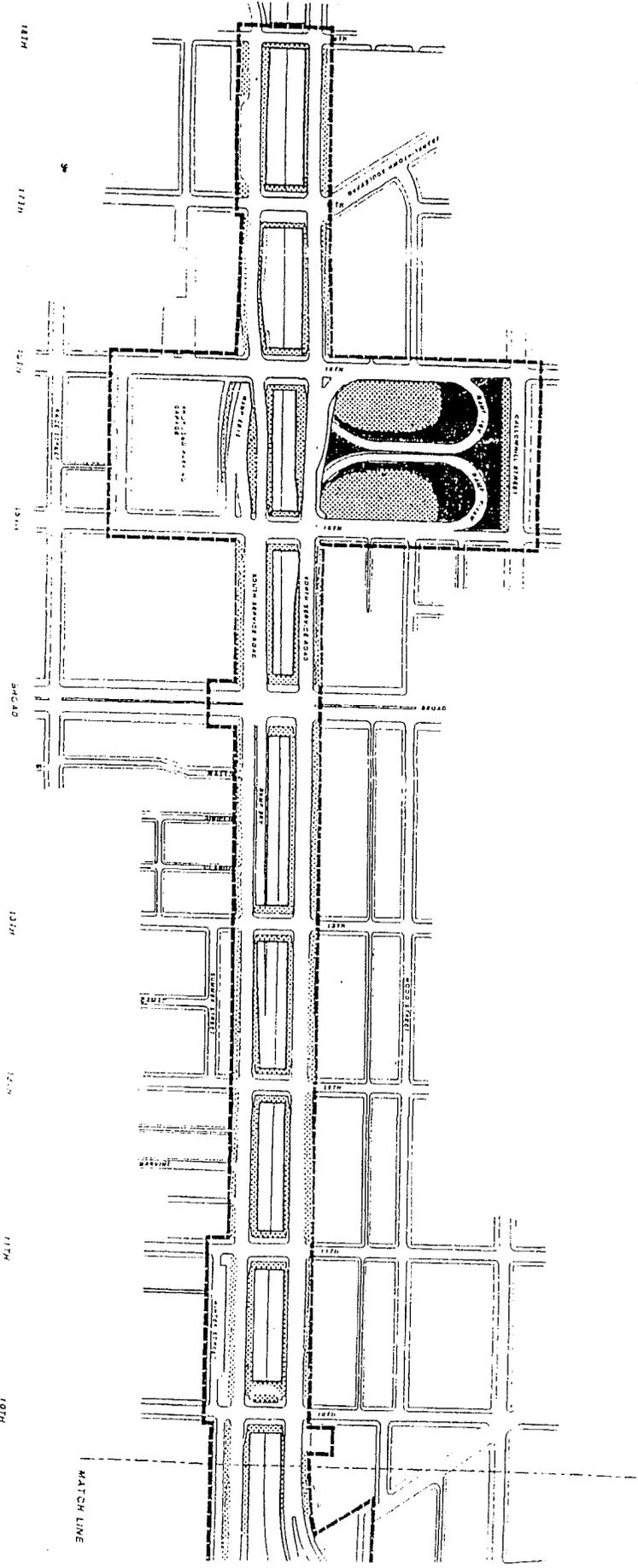
Baldwin Park LANDSCAPE MAINTENANCE SERVICE

Lot (LO) Price on items listed below shall include the entire Franklinton Park (18th and Hamilton Streets) unless otherwise specified in Section 2 under each individual task.

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.2.1	25050 008 065 SOIL TEST (PER PARAGRAPH 2.11.1)	1	LO	\$_____	\$_____
5.2.2	25050 008 035 00 HERBICIDE APPLICATION (PER PARAGRAPH 2.11.2)	1	LO	\$_____	\$_____
5.2.3	25050 008 036 00 TURF FERTILIZATION (PER PARAGRAPH 2.11.3)	1	MO	\$_____	\$_____
5.2.4	25050 008 039 00 SPRING CLENUP (PER PARAGRAPH 2.11.4)	1	LO	\$_____	\$_____
5.2.5	25050 008 040 00 FALL CLEANUP (PER PARAGRAPH 2.11.5)	1	LO	\$_____	\$_____
5.2.6	25050 008 049 00 LITTER REMOVAL (PER PARAGRAPH 2.11.6)	50	EA	\$_____	\$_____
5.2.7	25050 008 037 00 WEED CONTROL (PER PARAGRAPH 2.11.7)	1	LO	\$_____	\$_____

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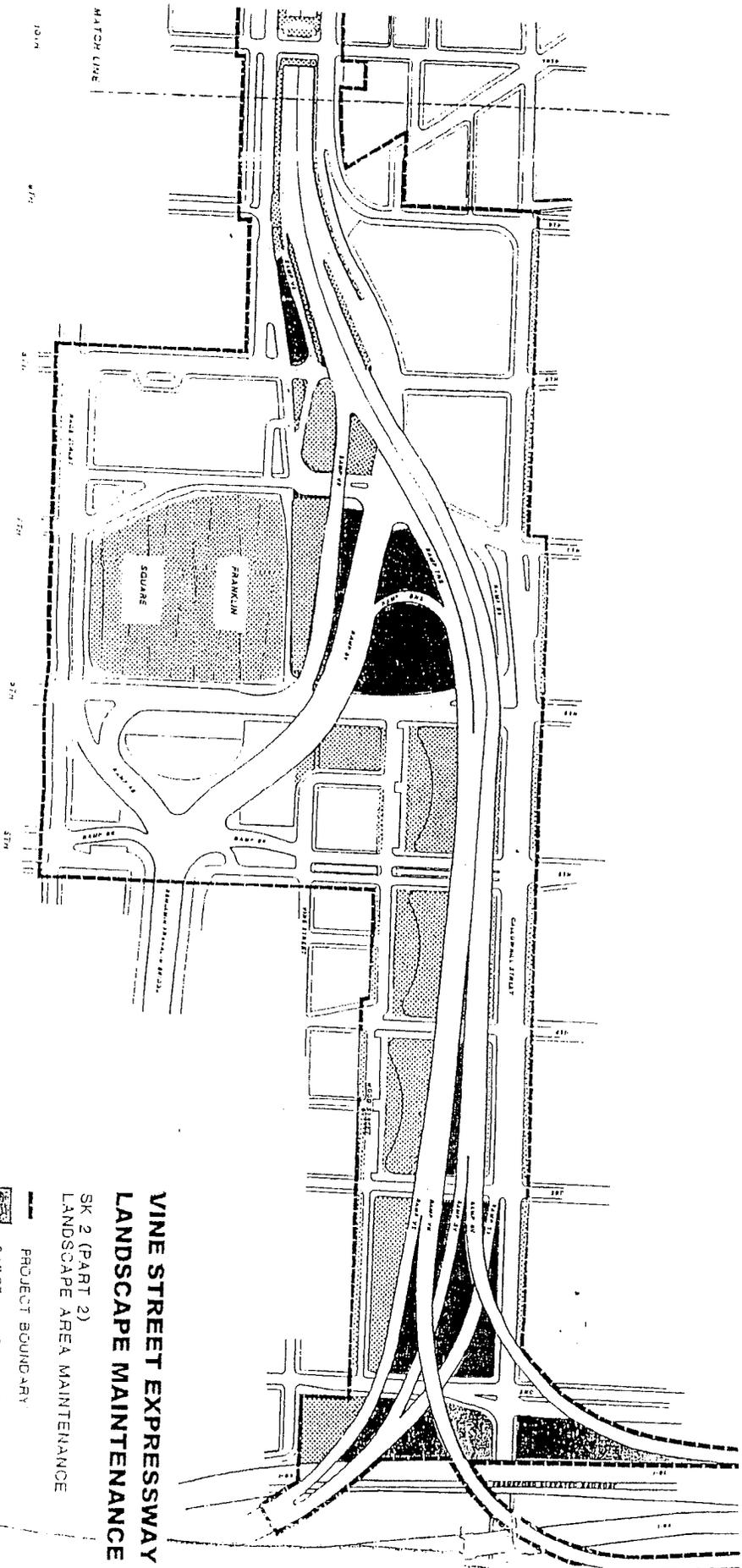
		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.2.8	25050 008 038 00 MULCH APPLICATION (PER PARAGRAPH 2.11.8)	1	LO	\$_____	\$_____
5.2.9	25050 008 066 SHRUB PRUNING (PER PARAGRAPH 2.11.9)	1	LO	\$_____	\$_____
5.2.10	25050 008 043 00 PERENNIAL PRUNING (PER PARAGRAPH 2.11.10)	1	LO	\$_____	\$_____
5.2.11	25050 008 042 00 PLANTED BED FERTILIZATION (PER PARAGRAPH 2.11.11)	1	LO	\$_____	\$_____
5.2.12	25050 008 067 SHRUB SPRAYING (PER PARAGRAPH 2.11.12)	1	LO	\$_____	\$_____
5.2.13	25050 008 048 00 TREE PRUNING (PER PARAGRAPH 2.11.13)	1	EA	\$_____	\$_____
5.2.14	25050 008 044 00 TREE INSTALLATION (PER PARAGRAPH 2.11.14)	1	EA	\$_____	\$_____
5.2.15	25050 008 045 00 SHRUB INSTALLATION (PER PARAGRAPH 2.11.15)	5	EA	\$_____	\$_____
5.2.16	25050 008 046 00 PERENNIAL INSTALLATION (PER PARAGRAPH 2.11.16)	50	EA	\$_____	\$_____



**VINE STREET EXPRESSWAY
LANDSCAPE MAINTENANCE**

SK 2 (PART 1)
LANDSCAPE AREA MAINTENANCE

- PROJECT BOUNDARY
- PLANT MAINTENANCE
- SITE MAINTENANCE



**VINE STREET EXPRESSWAY
LANDSCAPE MAINTENANCE**

SK 2 (PART 2)
LANDSCAPE AREA MAINTENANCE

-  PROJECT BOUNDARY
-  P-6 DOT MAINTENANCE
-  CITY MAINTENANCE

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. **INDICATE BID NUMBER AND OPENING DATE ON ENVELOPE.**
- Note the City Anti-Discrimination Policy. 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.

**YOUR REQUEST CANNOT BE PROCESSED IF YOU
DO NOT PROVIDE THE ABOVE ITEMS**

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, 2013 – 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, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. 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**" **2013 – 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 \$140.00 for 7/1/13 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 must be certified at the time of the bid opening as a Local Business Entity ("LBE") and must submit with the bid, the LBE Certification Number* as issued by the Procurement Department.

*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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

between the Contract price and the cost of such substitute goods or services, and the amount of any 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 through 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)."

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 Income and Receipts 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 10-1112 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

The Philadelphia Code prohibits the City from accepting 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 of 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 Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees 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. 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 providing services under the Service Contract 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 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT
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)