

BID OPENING DATE AND TIME

ON: JANUARY 9, 2007

AT: 10:30 A.M.

BID NUMBER S7Z52900	PAGE 1 OF 39	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNING BIDS WILL NOT BE ACCEPTED.
DEPARTMENT VARIOUS DIVISION VARIOUS			NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			BUYER: D. YONKE

TITLE OF BID NTI TREES AND TREE PLANTING

Minority Business Enterprise Council – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor’s Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

Participation Ranges

M-DBE: 10 % to 15 %

AND/OR

W-DBE: 10 % to 15 %

DS-DBE: 0% to 0 %

Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Minority Business Enterprise Committee office at (215) 686- 6232.

BID QUESTIONS

All questions concerning this Invitation to Bid, including specifications and conditions, must be Presented prior to the bid opening date and time. Contact the Procurement Department, Public Information Center by calling (215) 686-4721, 686-4720, or 686-4719 with questions.

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT	CHECK NUMBER

**CITY OF PHILADELPHIA
MINORITY BUSINESS ENTERPRISE COUNCIL
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS¹
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. 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 antidiscrimination policy is applicable to this Invitation and Bid.

The Minority Business Enterprise Council (MBEC) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

1. Only firms that are certified by the MBEC at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the MBEC and is available online at www.phila.gov/mbec/directory or in printed form at the MBEC offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining

¹ These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Minority Business Enterprise Council on an interim basis.

Anti-Discrimination Policy

whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

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 Invitation and 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 certified by the MBEC prior to bid opening;
- 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 bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5 M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6 For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

7 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. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The MBEC reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

A. RESPONSIVENESS

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that

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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. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the MBEC that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of MBEC Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the MBEC will result in rejection of the bid as nonresponsive.

2. Bidders must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Invitation and 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 prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and 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. The bidder's listing of a commitment with a 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 should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the MBEC, 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 Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. MBEC will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

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- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the MBEC 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).

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

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The MBEC 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. MBEC will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The MBEC 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 in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.
- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. MBEC will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. MBEC will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

4. After review of the bidder's submission and other information the MBEC deems relevant to its evaluation, the MBEC will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the "Commissioner").

a. If the apparent low bidder's bid is determined nonresponsive by the MBEC, the bidder will be notified and may file a written appeal with the MBEC within forty-eight (48) hours of the date of notification. The decision of the MBEC may be appealed in writing within forty-eight (48) hours of the date of the MBEC's decision to the Director of Finance or his/her designee whose decision shall be final.

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B. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and 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 MBEC.

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. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] 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 Invitation and 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 02-05 or by reason of any contract resulting from the Invitation and 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 MBEC determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance 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 MBEC shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

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 MBEC and/or other appropriate City officials. The successful bidder agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

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1. The successful bidder's compliance with the requirements of Executive Order 02-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BID) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprise:</i>				DEPARTMENT OF FINANCE MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)						
BID# AND TITLE -		Name of Bidder		Bid Submission Date						
List below ALL MBE/WBE/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	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				

Rev. (12/2005) JAS

¹ MBE/WBE/DSBEs listed above must be certified by the MBEC prior to proposal submission date.

² Failure to give reason may result in rejection of your bid. Use additional pages if necessary.

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		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: NEIGHBORHOOD TRANSFORMATION INITIATIVE – TREES AND TREE PLANTING**

1.2 **SCHEDULE NO: 518**

1.3 **CONTRACT TERM:** 4/1/07 to 3/31/08 (“Initial Term”), with an option to renew for up to THREE (3) additional ONE (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.4 **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.

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1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **NTI TREES & TREE PLANTING** 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 \$25,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 - 2008 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

1.7.2 **The Master 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.

1.7.3 **Bids Opening July 1, 2006 through June 30, 2008**

Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2006 - June 30, 2008)** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check must be submitted, under separate cover, to the Bid Unit Supervisor. The check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order 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 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.

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1.7.4 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 8 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.

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 \$25,000 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 17 of the "Terms and Conditions of Bidding and Contract."

1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed

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non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the “Voluntary Participation and Commitment Form (Bid)” located after page 1 of the bid.

Completion of this form will not, in any way, impact the City’s determination concerning bidder’s responsiveness to the requirements of the bid and the award process. The information provided in the “Voluntary Participation and Commitment Form (Bid)” will be for the City’s information.

- 1.9.8 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. **In order to determine eligibility to receive the 5% preference, if applicable, bidder must submit with their bid, the Local Business Entity Certification number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.**

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

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

LBE Certification Number(s) _____

The Procurement Commissioner reserves the right to request this information as well as any additional or clarifying information at any time prior to award of the bid.

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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.

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.

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 seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.10 BIDDER QUALIFICATION:

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

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

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SECTION 1:

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

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

SECTION 2:

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

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

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

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SECTION 2: ITEM/SPECIFICATION REQUIREMENTS AND SPECIFICATION

- 2.1 The successful bidder(s) shall be required to provide the City of Philadelphia Agencies with **TREES AND TREE PLANTING SERVICES** as specified in Section 2 and 5 of this Invitation and Bid.
- 2.1.1 All trees and/or services furnished as a result of this bid must be in accordance with Procurement Department Specification 26-P-2f:06.
- 2.1.2 Supply all labor and materials to perform tree planting on the streets of Philadelphia, including the cutting and removal of concrete sidewalks, as required per Procurement Specification 26-P-2f: 06. Listing of anticipated planting sites and a map of the Councilmantic Districts can be acquired by contacting the office of Park Manager, Fairmount Park Commission (FPC), **1515 Arch Street, 10th Floor, Philadelphia, PA 19102, (215) 683-0220.**
- 2.1.3 The amount of work performed under this contract will depend on the availability of funds and the final bid price. Minor quantity changes and species substitution may be made by the FPC, if the requested species is not available or on-site conditions dictate. Trees will be planted in their proper seasons.
- 2.1.4 If the awarded contractor states in writing that a certain requested tree species is not available, the FPC retains the right to try and locate the plant material. If located by FPC, the contractor must purchase the material from the vendor. Refer to Section 4, "Contract Management" for further details on this requirement.
- 2.1.5 All plant patent species are to be identified and tagged. Tree trunk measurements must be a minimum of 2" to 2-1/2" caliper or a minimum of over 2-1/2" to 3" caliper as specified by the Contract Manager.
- 2.1.6 All trees no longer need tree wrap unless specifically requested by the Park Manager, FPC for a particular location or tree.
- 2.1.7 Trees are commonly dug and wrapped with wire baskets and burlap. Contractor will be required to remove the upper 2/3's of the wire basket and all twine and burlap from the trunk of the tree.

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2.1.8 All trees must conform to the standards of the **American Nursery Landscape Association**. No tree shall be planted if the ball is cracked, broken or dropped either before or during the planting process. Loose, broken, or cracked balls will be rejected. All trees must be street tree form. The first branch must be at least 5-1/2" above paving or soil ground level. The spread of the branches should be in an upward growing habit. Maximum deviation from a perfectly straight trunk shall be no more than 1/2 of the trunk diameter.

2.1.9 Late fees and fines may be levied if the contractor fails to perform work by listed deadlines. Refer to Section 4 "Contract Management" for further details on this requirement.

2.1.10 **Reporting Procedure**

Vendor will submit a daily work report to the Fairmount Park **Street Tree Management Unit** that contains the following information:

- 1). date
- 2). park district and zip code
- 3). starting location for the day*
- 4). all work completed the previous day by specific address, park district and zip code.
- 5). comments regarding damages, homeowner refusal, delays, etc.**

*The Fairmount Park Commission **Street Tree Management** unit must be notified within one hour of any change in the starting location or movement to a location not originally listed on the daily report.

**Any tree not planted due to homeowner's refusal of service must be reported in writing with the homeowner's signature.

2.1.11 It is anticipated that the quoted cost for planting the listed trees species will include either the cost for concrete cutting or the cost for planting trees in an existing tree pit or open area. The required one (1) year follow-up maintenance, as specified in the referenced Procurement Department Specification, should also be factored in. The size for concrete cuts and debris removal (in square feet) will **be in the following size categories: 3' x 3', 4' x 4', 4' x 5', and 5' x 5'.**

2.1.12 The corners of all concrete cuts must be at a 90-degree angle and perfectly straight. Before any cutting or digging begins, the vendor is required to call PA One Call System in accordance with Pennsylvania Act #287.

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2.2 **TREE SPECIES AND/OR CULTIVAR FOR URBAN STREET PLANTING**

The following tree species and/or cultivar are representative of the types of trees that may be ordered by City departments. Trees are grouped by size upon reaching maturity (small, medium and large) and recommended locations for the species. This is only a partial list and is not meant to be all-inclusive. Other species may be ordered by the City which the contractor will be required to supply.

SMALL TREES: UNDER 30' TALL AT MATURITY

Acer Buergeranum	Trident Maple
Acer Campestre	Hedge Maple
Acer Ginnala	Amur Maple
Acer Tatericum	Tatarian Maple
Amelanchier X Grandiflora	Serviceberry
Cercis Canadensis	American Red Bud
Cornus Florida	Flowering Dogwood
Crataegus Crus-Gali-'Inermis'	Thornless Cockspur Hawthorn
Crataegus Laevigata 'Superba'	English Hawthorn
Crataegus Lavalley (Tree Form)	Lavalle Hawthorn
Crataegus Phaenopyrum (Tree Form)	Washington Hawthorn
Crataegus Viridis 'Winter King'	Green Hawthorn
Koelruetaria Paniculata	Golden Rain Tree
Malus Cultivars	Crabapple, (Disease Resistant)
Adams, Baskatong, Bob White, Centurion, Evelyn, Liset, Madonna, Ormiston Roy, Professor Sprengel, Red Jewel, Sentinel, Spring Snow, Strawberry Parfait.	
Malus Floribunda	Japanese Flowering Crab Apple
Malus Sieboldii X Zumi	Cakicaroa Zumi Crab Apple
Prunus - 'Accolade'	Flowering Cherry
Prunus Serrulata - 'Shirotae'	Mt. Fuji Cherry
Prunus Subhirtilla - 'Autumnalis'	Atumn Fuji Cherry
Prunus Subhirtilla - 'Rosy Cloud'	Rosy Cloud Cherry
Prunus Virginiana - 'Shubert'	Shubert Chokeberry
Syringa Amurensis Japonica	Japanese Tree Lilac
Syringa Amurensis - 'Ivory Silk'	Ivory Silk Lilac
Syringa Reticulata - 'Summer Snow'	Japanese Tree Lilac
'Regent'	

MEDIUM TREES: 30' - 40' TALL AT MATURITY

Carpinus Betulus	European Hornbeam
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Carpinus Caroliniana - 'Fastigiata'	Upright European Hornbeam
Cladrastis Kentukea	Yellowwood
Gleditsia Triaacanthos Inermis	Honey Locust
Koelreuteria Paniculata	Golden Rain Tree
Ostrya Virginiana	Hop Hornbeam
Phellodendron Amurense	Corktree
Prunus Yedoensis	Yoshino Cherry
Prunus Sargentii	Sargent Cherry
Pyrus Calleryana 'Whitehouse'	Callery Pear
Pyrus Calleryana 'Chanticleer'	Chanticleer Pear
Quercus Acutissima	Sawtooth Oak
Sophora Japonica - 'Redspire'	Sophora

LARGE TREES: OVER 45' TALL AT MATURITY

Acer Ruburn 'Autumn Flame' 'Red Flame'	Red Maple (Own Rooted Plants)
Acer Saccharum - 'Green Mountain'	Green Mountain Sugar Maple
Celtis Laevigata - 'All Seasons'	Sugar Hackberry
Celtis Occidentalis - 'Prairie Pride' - 'Magnifica'	Hackberry
Corylus Colurna	Turkish Filbert
Eucomia Ulmoides	Hardy Rubber Tree
Fraxinus Americana - 'Autumn Purple'	Autumn Purple Ash
Faxinus Pennsylvania - 'Patmore'	Patmore Ash
Faxinus Pennsylvania - 'Summit'	Summit Ash
Ginkgo Biloba	Maidenhair Tree
Plantanus Acerifolia	Bloodgood
Sophora Japonica	Japanese Scholar Tree
Tilia Cordata	Little Leaf Linden Cultivars
Tilia Euchlora	Crimean Linden (Ungrafted Specimens)
Tilia Tomentosa	Silver Linden
Ulmus Parvifolia - 'Dynasty'	Lacebark Elm
Zelkova Serrata - 'Village Green'	Zelkova

NARROW STREETS

Acer Rubrum Columnare	Armstrong Columnar Red Maple
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Acer Saccharum - 'Goldspire'	Goldspire Maple
Carpinus Betulus - 'Fastigiata'	Pyramidal European Hornbeam
Ginkgo Biloba	Ginkgo (Male Selections Only)
Ginkgo Biloba - 'Princeton Sentry'	Princeton Sentry
Ginkgo Biloba - 'Magyar'	Magyar Upright Ginkgo
Malus Baccata - 'Columnaris'	Columnar Siberian Crab Apple
Prunus Sargentii - 'Columnaris'	Columnar Sargent Cherry
Quercus Robar Fastigiata	Pyramidal English Oak
Sorbus Aucuparia - 'Fastigiata'	Upright Mountain Ash

BOULEVARD OR PARK AREAS

Carya ovata	Shagbark Hickory
Carya glabra	Pignut Hickory
Betula Nigra	Heritage River Birch
Cryptomeria japonica lobbi	Lobb Cryptomeria
Juniperus virginiana - 'Princeton Sentry'	Red Cedar
Lirodendron tulipifera	Tulip Tree
Liquidambar styracifula	Sweetgum
Metasequoia glyptostroboides	Dawn Redwood
Nyssa sylvatica	Black Gum
Quercus alba	White Oak
Quercus bicolor	Swamp White Oak
Quercus imbricaria	Shingle Oak
Quercus palustris	Pin Oak
Quercus phellos	Willow Oak
Quercus robur	English oak
Quercus rubra	Red Oak
Quercus shumardii	Shumard Oak
Taxodium districhum	Bald Cypress
Ulmus americana - 'Delaware'	Delaware American Elm

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Every tree selected for this list has its own benefits and/or limitations when growing under urban conditions. The trees listed here will tolerate harsh conditions.

Matching the most suited tree for the planting site will enhance the characteristics of a particular tree.

2.3 **TREE PRICING TO INCLUDE PLANTING**

In Section 5 "Pricing," bidders are requested to provide the unit price of the listed items, in the unit of measure of indicated. Prices quoted at the time of bid opening shall remain firm for the Initial Term and First Renewal Term, if applicable, of the contract. For 2nd and 3rd Renewal Periods, pricing may be adjusted per Para. 4.4.

2.3.1 **25051 001 012**

Tree planting, planted in an existing tree pit or open area, trunk size: 2" to 2-1/2" caliper, in accordance with **American Nursery Landscape Association**, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree planting and one (1) year maintenance.

2.3.2 **25051 001 013**

Tree planting, planted in an existing tree pit or open area, trunk size: over 2-1/2" to 3" caliper, in accordance with **American Nursery Landscape Association**, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree planting and one (1) year maintenance.

2.3.3 **25051 001 014**

Tree planting, concrete cutting required, 3'x3' pit, 9 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

2.3.4 **25051 001 015**

Tree planting, concrete cutting required, 4'x4' pit, 16 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

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2.3.5 **25051 001 016**

Tree planting, concrete cutting required, 4'x5' pit, 20 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

2.3.6 **25051 001 017**

Tree planting, concrete cutting required, 5'x5' pit, 25 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

2.3.7 **25051 001 018**

Tree planting, concrete cutting required, 3'x3' pit, 9 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

2.3.8 **25051 001 019**

Tree planting, concrete cutting required, 4'x4' pit, 16 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

2.3.9 **25051 001 020**

Tree planting, concrete cutting required, 4'x5' pit, 20 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

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- 2.3.10 **25051 001 021**
Tree planting, concrete cutting required, 5'x5' pit, 25 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.
- 2.3.11 **25051 001 022**
Increase Pit Size – Concrete cutting to increase the pit size by an additional seven (7) square feet. Cost to include removal of concrete.
- 2.3.12 **25051 001 023**
Concrete Cut only 3' x 3' – Concrete cutting; remove concrete; backfill pits with topsoil; and apply 2" of mulch. The pit size will be 3' by 3' or 9 square feet.
- 2.3.13 **25051 001 024**
Concrete Cut only 4' x 4" – Concrete cutting; remove concrete; backfill pits with topsoil; and apply 2" of mulch. The pit size will be 4' x 4' or 16 square feet.
- 2.3.14 **25051 001 025**
Concrete cut only 4' x 5' – Concrete cutting; remove concrete; backfill pits with topsoil; and apply 2" of mulch. The pit size will be 4' x 5' or 20 square feet.
- 2.3.15 **25051 001 026**
Concrete cut only 5' x 5' – Concrete cutting; remove concrete; backfill pits with topsoil; and apply 2" of mulch. The pit size will be 5' x 5' or 25 square feet.
- 2.3.16 **25051 001 027**
Plant Tree in Open Pit – Plant a tree in an open pit; remove excess soil and apply 2" of mulch. Tree is to be supplied by another source. One Year Warranty for trees installed but not purchased by vendor is not valid for this item.

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- 2.3.17 **25051 001 028**
Cut Pit and Plant Tree – Cut a pit; remove concrete; remove excess soil; plant a tree; apply 2” of mulch. Tree is to be supplied by another source. One year warranty for trees installed but not purchased by vendor is not valid for this item.
- 2.3.18 **25051 001 029**
Stump Removal – To include removal below grade to a depth of twenty-four (24) inches or deeper as necessary for re-planting; including the natural root flare of the stump.
- 2.3.19 **25051 001 003**
Concrete **Repair**/Unsuccessful Planting: In the event concrete has been cut and tree cannot be planted due to resident refusal or other valid administrative reason (as determined by the City), the vendor will be authorized to bill the City a reimbursement charge for concrete replacement; charge assumes an average opening of 4' x 4'.
- 2.3.20 **25051 001 004**
Transported Tree/Unsuccessful Planting: In the event the vendor has transported a tree to a location, and subsequently has to transport the tree back to the vendor's holding area; or is unable to plant due to resident's refusal, or tree previously exists or there is a stump at the location, the vendor is authorized to charge the City \$25.00 for each occurrence. This is not a biddable item.

2.20 **WARRANTY:**

Maintenance shall begin immediately after each planting. The following requirements shall be adhered to:

Maintenance of new plantings shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing of guys and stakes, resetting plants to proper grades and upright positions, restoration of the planting saucer and furnishing and applying such sprays as are necessary to keep the planting free from insects and disease. If planting is performed after grass area preparation, proper protection to grass area shall be provided and any damage resulting from planting operations repaired promptly.

Maintenance shall be provided for a period of one year from the date of planting.

Planting areas and plants shall be protected at all times against damage of any kind **for the** duration of the maintenance period. If any plants become damaged **or** injured, they

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shall be treated or replaced as directed by the inspector in charge at no additional cost to the owner. No work shall be done within adjacent to or over any plant or planting areas without proper safeguard and protection of the plant material.

During the maintenance **period**, the contractor shall be responsible for the performance of all work as outlined above. 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. **At the end of the maintenance period, the contractor shall be responsible for removing the guys and stakes, remove and dispose of existing mulch, apply a fresh 2" layer of mulch, and remove only dead or broken branches unless otherwise directed by the inspector prior to the return of any retainage.**

At the conclusion of the twelve month maintenance period, a final inspection of planting site will be made as determined by the Operations & Maintenance Administrator or his representatives. Trees not approved at the time of the final inspection shall be replaced or repaired as indicated by the inspector without additional compensation.

Replacements shall be performed in the current or following planting season with a similar size and species as the original planting.

The vendor is responsible for any replacement tree for a period of twelve (12) months after the tree is approved on an invoice.

A retainage shall be held in the amount of 10% of the contract price. This will be withheld by deducting from the number of trees billed on the invoice in the amount that most closely equals 10%. The method in which the City of Philadelphia pays invoices prevents making percentage deductions from submitted invoices. The period of retainage shall be twelve months from the acceptance of the last planting.

2.21 DELIVERY REQUIREMENTS

Delivery of items and/or services will be the responsibility of the vendor and will be charged at the rates quoted.

- 2.21.1 Contractor may deliver only after the receipt of a purchase order or other authorizing document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests unless such requests are placed against existing purchase order.
- 2.21.2 Certificates of origin shall be supplied to the requesting Department at the direction of the ordering officer.
- 2.21.3 Questions related to delivery requirements may be directed to:

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POC: Frances **Piller**

Phone: **(215) 685-4360**

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 MBEC 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 12 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD:

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder. Bidder must bid all items to be eligible for award.

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

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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 \$25,000.00 and awarded as a whole or by section.

3.2.3 **BASIS OF AWARD**

Basis of award from Section 5 "Pricing" will be the total of paragraphs 5.1.1 through 5.1.6.

3.2.4 **PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 9 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 \$25,000.01. All awards at the \$25,000.01 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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3.2.5 **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.

3.2.6 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 14 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

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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.

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 submitted shall be processed for payment once per month upon the City's acceptance of the trees.

4.1.2.1 Daily Tree Inspection

If the Street Tree Management unit deems a tree to be unacceptable for any reason at the time of the initial inspection, the vendor will replace the tree before the end of the seasonal deadline. The F.P.C. will not consider the contract complete if these trees are not replanted by the seasonal deadline.

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:**

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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.**

4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only trees as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver trees 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 trees 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 If vendor fails to plant the trees by the seasonal deadline or deadline set by FPC, the vendor will be fined \$200.00/day for every working day beyond the set deadline. After (10) ten days of accrued fines, the vendor may be terminated and the City may exercise the use of the Performance Bond. The deadline will be sent to the vendor in written form.

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4.2.5 Should the vendor cut concrete at the wrong location or cause damage to property (i.e. sidewalk, curb line, existing plant material), the department (FPC) will send a written repair notice to the vendor. The vendor will have five (5) working days to make the requested repairs. If the repair is not made within the five (5) day period, a fine of \$50.00/day will be assessed. After ten (10) days of fines the ordering department (FPC) may terminate the vendor.

4.2.5.1 If the vendor plants a tree at the wrong address and the homeowner wishes to keep the tree, the tree will remain at no additional cost to the City or the homeowner. The vendor will be required to plant a tree at the correct location.

4.2.6 In the event that the contractor receives an order for trees 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.

4.2.7 Should trees 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.

4.2.8 For delivery of trees, 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.

4.2.9 **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.

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4.2.10 **REPORTS**

4.2.10.1 **RECYCLED USAGE REPORTS**

If the successful bidder is supplying products/services in this contract that have recycled content, indicate which item(s) contain this content in Section 5: Pricing, (under the applicable item) and the percentage of recovered material and post consumer material as it applies.

The successful bidder will be required, on a quarterly basis, to furnish a usage report of the recycled products purchased by City Departments. Two reports will be required:

a. **Departmental Report**

A report by purchase order, current and cumulative, showing item(s) delivered, description, date, quantity, price, extended amount and to the extent possible, the percent of recovered material in delivered items.

b. **Item Report**

A report, current and cumulative, by item, showing description, date, quantity, price, extended amount, and to the extent possible, the percent of recovered material and percent of Post-Consumer material in delivered items.

All reports are to be submitted to the Recycling Office, Room 780, Municipal Services Building, Philadelphia, PA 19102, Attn: Recycled Content Administrator.

In support of the City of Philadelphia's Recycling Program, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content.

The City also 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.

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- 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

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 is to be at the sole expense of the Contractor.

4.2.12

The contractor's attention is directed to the Procurement Department Specification 26-P-2e:06, paragraph 19, which requires the removal of guys, hoses and stakes at the end of the maintenance period and paragraph 21 which call for a monetary withholding to insure compliance.

4.2.13

Invoicing:

The Fairmount Park Commission must certify invoices for payment. All invoices must be billed by Park District and Zip Code. The Fairmount Park Commission will provide this information. Bills will be returned if they are not sent according to this specification. Send all invoices to:

Fairmount Park Commission
One Parkway, 10th Floor
1515 Arch Street
Philadelphia, PA 19102
Attn: Street Tree Management

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4.2.14 **Invoices/Receipts:**

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

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

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

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

4.2.15 If any invoice is sent and all work billed for is not completed according to contract specifications, the bill will be returned. If the work is not completed after the second inspection, a fine will be assessed. If the invoice is for new planting, a fine of \$50.00 will be charged and the invoice will be returned to the vendor, unpaid and the uncompleted work listed.

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

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.

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- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- e. All contractors and subcontractors performing city-work shall automatically file with the , Labor Standards Unit, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work.

Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule.

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

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- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

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CITY OF PHILADELPHIA

PREVAILING WAGE RATE SCHEDULE

TREES AND TREE PLANTING

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Fringe Benefits</u>
Landscape Laborer I	\$ 10.75	\$ 3.30
Landscape Laborer II	\$ 11.50	\$ 3.30

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

Notes of Interest:

Contractors are advised to contact the Philadelphia Labor Standards Unit with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.

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

4.4 PRICE INCREASE OR DECREASE:

Contractor shall provide Services at the prices set forth in Section 5 for period of 24 months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional one (1) year period(s). Contractor may increase prices for each renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

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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 of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

(For the renewal period(s):

4/1/09 – 3/31/10 use November 2009 Index

4/1/10 – 3/31/11 use November 2010 Index)

as published by the U.S. Department of Labor, Bureau of Labor Statistics.

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.

4.5 **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 Vendor shall submit fixed prices for life of the contract for all items identified in the bid.

	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
5.1.1 25051 001 012 Tree planting, planted in an existing tree pit or open area, trunk size: 2" to 2-1/2" caliper, in accordance with American Nursery Landscape Association , Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree planting and one (1) year maintenance.	400	EA	\$ _____	\$ _____
5.1.2 25051 001 013 Tree planting, planted in an existing tree pit or open area, trunk size: over 2-1/2" to 3" caliper, in accordance with American Nursery Landscape Association , Procurement Dept. Spec. 26-P-2f:06 and all terms and conditions of the listed contract; cost includes: tree planting and one (1) year maintenance.	36	EA	\$ _____	\$ _____
5.1.3 25051 001 014 Tree planting, concrete cutting required, 3'x3' pit, 9 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.	5	EA	\$ _____	\$ _____
		UNIT OF	UNIT	TOTAL

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QUANTITY MEASURE PRICE AMOUNT

5.1.4 **25051 001 015**

Tree planting, concrete cutting required, 4'x4' pit, 16 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.

5 EA \$_____ \$_____

5.1.5 **25051 001 016**

Tree planting, concrete cutting required, 4'x5' pit, 20 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.

5 EA \$_____ \$_____

5.1.6 **25051 001 017**

Tree planting, concrete cutting required, 5'x5' pit, 25 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.

5 EA \$_____ \$_____

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	UNIT OF	UNIT	TOTAL
QUANTITY	MEASURE	PRICE	AMOUNT

5.1.7 **25051 001 018**

Tree planting, concrete cutting required, 3'x3' pit, 9 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.

5 EA \$_____ \$_____

5.1.8 **25051 001 019**

Tree planting, concrete cutting required, 4'x4' pit, 16 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.

5 EA \$_____ \$_____

5.1.9 **25051 001 020**

Tree planting, concrete cutting required, 4'x5' pit, 20 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.

5 EA \$_____ \$_____

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UNIT OF UNIT TOTAL
QUANTITY MEASURE PRICE AMOUNT

5.1.10 **25051 001 021**

Tree planting, concrete cutting required, 5'x5' pit, 25 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2f:06 and all terms and Conditions of the listed contract; cost Includes: tree, concrete cut, planting and One (1) year maintenance.

5 EA \$ _____ \$ _____

5.1.11 **25051 001 022**

Increase Pit Size – Concrete Cutting to increase the pit size By an additional seven (7) Square feet; Cost to include Removal of concrete

5 EA \$ _____ \$ _____

5.1.12 **25051 001 023**

Concrete cut only 3'x3'- Concrete cutting; remove Concrete; backfill pits with Topsoil; and apply 2" of mulch; The Pit size will be 3'x3' or 9 square feet

5 EA \$ _____ \$ _____

5.1.13 **25051 001 024**

Concrete cut only 4'x4'- Concrete cutting; remove Concrete; backfill pits with Topsoil; and apply 2" of mulch; The Pit size will be 4'x4' or 16 square feet

5 EA \$ _____ \$ _____
UNIT OF UNIT TOTAL

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QUANTITY MEASURE PRICE AMOUNT

5.1.14 **25051 001 025**

Concrete cut only 4'x5'-
Concrete cutting; remove
Concrete; backfill pits with
Topsoil; and apply 2" of mulch;
The Pit size will be 4'x5' or
20square feet

5 EA \$_____ \$_____

5.1.15 **25051 001 026**

Concrete cut only 5'x5'-
Concrete cutting; remove
Concrete; backfill pits with
Topsoil; and apply 2" of mulch;
The Pit size will be 5'x5' or
25 square feet

5 EA \$_____ \$_____

5.1.16 **25051 001 027**

Plant tree in open pit;
Remove excess soil; plant
A tree; apply 2" of mulch.
Tree is to be supplied by
Another source.

5 EA \$_____ \$_____

5.1.17 **25051 001 028**

Cut pit and plant tree
Cut a pit; remove concrete;
Remove excess soil; plant a
Tree; apply 2" of mulch.
Tree is to be supplied by
Another source

5 EA \$_____ \$_____

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UNIT OF UNIT TOTAL
QUANTITY MEASURE PRICE AMOUNT

5.1.18 **25051 001 029**

Stump Removal
To include removal
Below grade to a depth
Of 24" or deeper as
Necessary for re-planting;
Including the natural root
Flare of the stump.

5 EA \$_____ \$_____

5.1.19 **25051 001 003**

Concrete **Repair**/Unsuccessful Planting: In
the event concrete has been cut and tree
cannot be planted due to resident refusal
or other valid administrative reason
(as determined by the City), the vendor will
be authorized to bill the City a reimbursement
charge for concrete replacement; charge
assumes an average opening of 4' x 4'.

5 EA \$_____ \$_____

5.1.20 **25051 001 004**

Transported Tree/Unsuccessful Planting:
In the event the vendor has transported a
tree to a location and is unable to plant due
to resident's refusal, tree previously exists
or there is a stump at the location, the vendor
is authorized to charge the City \$25.00 for
each occurrence. **This** is not a biddable item.

25 EA \$_____ \$_____

EXTENDED TOTAL BID AMOUNT \$_____
(UNIT PRICE X QUANTITY FOR
ALL ITEMS BID).

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BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT: _____

BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
STANDARDS DIVISION**

**No. 26-P-2e:06
supersedes 26-P-2d:89
Effective Date: 11/1/06**

SPECIFICATION



PLANTING SPECIFICATIONS

SCOPE

These specifications are intended to cover the planting of trees and shrubs under the jurisdiction of the Fairmount Park Commission. Such work includes the planting of trees and shrubs in Parks comprising the Fairmount Park System, as well as all street trees within the City of Philadelphia.

These specifications may also be adopted and used by any other City agency or City-related Agency.

COMMENCEMENT AND COMPLETION OF WORK

The contractor will be required to commence work upon notification by the **Fairmount** Park Commission. Such work shall be performed faithfully and energetically until completion. All material is to be planted in the proper season(s) recognized for the individual species. The planting season, if stated, assumes adequate moisture in the ground for proper planting conditions. Planting may be halted temporarily by the inspector if soil or weather conditions are unsatisfactory for planting.

INSURANCE

Contractor shall obtain and maintain in full force and effect covering the performance of the work under this contract.

A comprehensive General Liability Policy - said policy of insurance to have minimum limits, unless otherwise specified, of \$1,000,000.00 per occurrence bodily injury and \$1,000,000.00 per occurrence property damage and such insurance shall name the City of Philadelphia as a co/or additional insured.

A Worker's Compensation and Employer's Liability Insurance Policy with a Statutory Limit for Workmen's Compensation and a limit of \$500,000.00 per accident for employer's liability.

Evidence of such insurance as set forth above shall be furnished to the operating department at least 10 days before work is begun. It is also understood and agreed that the City be given 30 days written notice prior to any change in coverage.

CARE AND PROTECTION

The contractor shall at all times protect the work and the materials in or about the project from damage caused by the weather, fire, theft, etc., and shall replace and make good any such damage or loss occurring entirely at the contractor's own expense.

The contractor shall not store any material or equipment on public property or private property without written consent of the owner and/or Commission.

SUPERVISION

The contractor shall maintain a competent **crew chief** on the work site at all times. Instructions given to the foreman shall have the same force as if given to contractor directly. **At the discretion of Fairmount Park**, a bi-weekly meeting will be held at a site determined by the Fairmount Park representative for the duration of the planting season.

WORKDAY

Work is to be performed during standard City work hours. No work is to be performed on Saturdays, Sundays, or national holidays without the permission of Fairmount Park.

At the beginning of each workday, the contractor shall **fax the daily work locations to the Street Tree Management Unit**.

The contractor may be required to rebate the costs incurred in having an inspector on-site during overtime hours or when the contractor fails to call-in his/her daily work location.

PLANT MATERIAL

The contractor shall be responsible for furnishing and installation of material listed in the bid package.

At the time of the bid opening, each bidder is required to present a statement listing the tree nursery(s) at which each type and quantity of tree is located for fulfilling the contract. These trees are to be available for inspection and approval by a representative of the Operations and Maintenance Division of the Fairmount Park Commission, before the lowest bid is accepted.

QUALITY

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 NURSERY LANDSCAPE ASSOCIATION**.

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 shall conform to

the American Standard for Nursery Stock **ANSI Z60.1 – 2004, or most current version of this standard,** published by the **AMERICAN NURSERY LANDSCAPE ASSOCIATION.**

SIZE

Unless specified otherwise, all trees shall be a minimum of 2 to 2-1/2 inch **caliper at 6 inches above the root collar.** Larger scale plants may be substituted at the discretion of the inspector in charge. Use of such plants shall not increase the contractor price. If larger plants are approved, the ball of earth shall be increased in the proportion of the size of the plant.

INSPECTION AND SAMPLES

The contractor shall request, in writing, the inspection of plant material by the Operation & Maintenance Administrator or designee. The contractor shall furnish complete information as to the location of all proposed plants. **Fairmount Park reserves the right to accompany the vendor to any nursery to aid in the selection and tagging of plants.**

Plants shall be subject to inspection and approval at 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 **root balls, root systems, branch structure,** diseases, insects and latent defects or injuries. Rejected plants shall be removed from the site within forty-eight hours. The contractor shall furnish certificates of inspection of plant materials as may be required by Federal, State or other authorities to accompany shipment. All plant-patented trees must have identifier tags as to patent number, species and common name.

DIGGING AND HAULING PLANTS

No plants shall be dug or delivered to the planting site until the required inspections have been made and the plants approved. All stock shall be delivered promptly after digging. All roots and above ground plant parts are to be protected to prevent drying out in transit. **This includes using mesh tarps that are properly secured.** All precautions customary in good trade practice shall be taken in preparing plants for transplanting. Workmanship that fails to meet the highest standards will be rejected. Balled and burlapped trees shall have firm natural balls of earth, and shall conform to the horticultural standard **of the AMERICAN NURSERY LANDSCAPE ASSOCIATION.** 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.

All plants shall be dug, balled and burlapped, and planted between March to June and September to December except when otherwise authorized in writing by the Operations and Maintenance Administrator. Dig balled and burlapped (henceforth listed as B&B) with firm, natural balls of earth, of diameter and sufficient depth to include the fibrous and feeding roots. The following chart represents approximate ball size.

TABLE 1 - BALL SIZE CHART

SHADE TREES				DECIDUOUS SHRUBS		
Caliper Inches	Diameter Inches	Depth Inches		Height	Diameter Inches	Depth Inches
1/2	12	9		12"	8	6
3/4	14	10.5		18"	9	6.8
1	16	12		2'	10	7.5
1 1/4"	18	13.3		3'	12	9
1 1/2"	20	13.5		4'	14	10.5
1 3/4"	22	14.7		5'	16	12
2	24	16		6'	18	13.3
2 1/2	28	18.7		7'	20	13.5
3	32	19.2		8'	22	14.7
3 1/2	38	22.8		9'	24	16
4	42	25.2		10'	26	17.3

EVERGREEN TREES				EVERGREEN SHRUBS		
Height	Diameter Inches	Depth Inches		Spread	Diameter Inches	Depth Inches
18"	10	7.5		18"	10	7.5
2'	12	9		2'	12	9
3'	14	10.5		2 1/2'	14	10.5
4'	16	12		3'	14	12
5'	20	13.3		3 1/2'	18	13.5
6'	22	14.7		4'	21	14
7'	24	16		5'	24	16
8'	27	18		6'	28	18.7
9'	30	20		7'	32	19.2
10'	34	20.4		8'	36	21.6
12'	38	22.8		16'	46	27.6
14'	42	25.2				
16'	46	27.6				
18'	50	30				

No plants will be accepted if the ball is cracked or broken before or during planting operations.

The **root balls and above ground parts** of all plants shall be adequately protected at all times from sun or drying winds. When in leaf, the plants are to be protected from the wind during transport. B&B plants that cannot be planted immediately upon delivery shall be set on the ground and well protected with soil, wet peat, or other acceptable material. All plants shall be watered as necessary until planted. All material removed from the nursery in the Spring is to be treated with "Wilt-Pruf." Evergreen material removed from the nursery in the Fall is to be treated with "Wilt-Pruf."

No plant shall be bound with wire or rope at any time so as to damage the bark or branches.

PRUNING (pre-Planting)

Plants shall not be pruned prior to delivery.

EXCAVATIONS

The successful bidder shall apply for the necessary planting permits from Fairmount Park before work is started. The exact planting location is subject to the approval of the inspector in charge before digging or cutting is performed.

The contractor is responsible for meeting all aspects of Pennsylvania Act 287. This Act requires clearances from the various utilities prior to digging. Most utilities can be reached through use of the **PA 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.

The use of a jackhammer or drill to cut edges shall be prohibited.

The contractor shall cut the pavement using a water **cooled** concrete saw with a diamond blade (Clipper Model 184 or equal). This unit must be available for inspection by the inspector prior to starting any cutting. The concrete saw shall be operated by skilled experienced personnel at all times. The concrete saw shall produce a 2" deep cut which is perfectly straight. The corners shall be 90-degree angles. There shall be no visible saw marks after the concrete is removed. Pits not cut to the proper size will be rejected.

See attached drawing.

The contractor shall avoid damage to surrounding pavement, property, utilities or plant material. The contractor shall notify the arborist immediately upon the occurrence of any damage and notify the proper utility in the case of damage to any utility. The **arborist** shall determine the amount of repairs and/or replacements when damage has occurred as a result of the contractor's work.

All rock, rubbish or other underground obstruction shall be removed to the depth necessary to permit proper planting of trees. All excavated material is to be disposed of properly.

Excavate all tree pits and planting areas to depths and dimensions required to plant a B&B tree. Any pockets or depressions resulting from the excavation shall be filled with topsoil and tamped thoroughly prior to the placement of the tree. No existing surface or subsurface construction of any kind should interfere with the placing, planting or maintenance of any tree. If any question in this regard arises, the judgment of the Operations and Maintenance Administrator or his designee is final. No trees shall be planted without the approval of the inspector.

The contractor shall protect all utilities, vegetation and structures during work.

Prior to the delivery of the tree to the site, the planting pit shall be excavated and the topsoil delivered. Circular pits with vertical sides shall be excavated for all plants except for plants specifically designated or plants to be planted in beds. Diameter of pits for trees or shrubs shall be at least 1 - 1 1/2 times greater than the diameter of the root ball when the plant is set to finished grade allowing for 12" of finished topsoil in the bottom of the pit.

Holes formed by use of a soil auger, shall have the sidewall scarified and/or broken up to allow for penetration by the plant's roots.

PLANTING PROCEDURE

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 contractor shall be required to submit to the arborist in writing a schedule of planting which shall include dates and locations. The contractor shall not deviate from this schedule without informing the inspector in advance.

The inspector reserves the right, prior to the planting of the material, to change the location of the planting as field conditions warrant, at no additional cost to the owner of Fairmount Park.

Prior to planting trees in pits, the contractor shall inspect each pit to insure adequate drainage. If drainage is inadequate, the inspector shall be notified and his permission shall be obtained before placing the plant material into such pits. The contractor shall be responsible to provide proper drainage in each tree pit.

All plant material shall be planted in the center of the pit. Burlap shall be removed from the top and sides of the balls and adjusted to prevent the formation of air pockets. No burlap shall be pulled out from the under the balls.

"Backfill material" shall be a mixture by volume of the following materials in quantities specified: 30% peat moss, 50% topsoil, and 20% coarse sand. Fertilizer at the rate of 4 lbs. per cubic yard is to be worked into the soil. The fertilizer should be a slow release, non-burning 10-6-4 formulation suitable to the needs of shade trees.

Topsoil, as listed above, shall be natural, friable, fertile soil and shall be obtained from naturally well-drained areas from which the topsoil has never been stripped. The topsoil shall be free from subsoil, objectionable weeds and other litter, sods, stiff clays, stones larger than 2" in maximum diameter, stumps, roots, toxic substances, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other material or substances which might be harmful to plant growth or a hindrance to planting operations.

The inspector has the option of requesting application of a wetting agent if necessary. Such application shall not be deemed as a separate charge, but rather considered in the base price. Aqua Gro or an approved equal can be used.

All trees shall be staked immediately after they have been planted with two cedar stakes. The stakes are to be 9 feet in length with a uniform dimension of 3 inches in diameter. The stakes are to be attached to the tree trunk by chain lock tree ties, neatly fastened to the stake. Stake is to be sunk at least 3 feet into the ground. The stake is not to come in contact with the tree or root ball.

See attached drawing.

No tree wound dressing shall be applied unless specified by the inspector.

15. **SETTING PLANTS**

Unless otherwise specified, all plants shall be planted in pits, centered and set on at least twelve inches of compacted prepared topsoil to such that the finished grade after settlement will be even with the root collar.

Plants shall be planted upright and faced to give the best appearance or relationship to adjacent structures. No burlap shall be pulled out from under the balls. Platforms, wire and surplus binding from top and sides of the ball shall be removed. All broken or frayed roots are to be cut off cleanly. Topsoil shall be placed and compacted carefully to fill all voids. When the hole is nearly filled, water as necessary, and then allow it to soak away. Fill the hole to finished grade. Form a shallow saucer around each plant by placing a ridge of topsoil around the edge of each pit. After the ground settles, additional soil shall be filled into the level of the finished grade.

All pruning after planting shall be performed only with the approval and under the direction of the inspector in charge. Plant material shall be pruned in accordance with the A-300 standard for pruning, or the most current version, to preserve the natural character of the plant.

Remove only dead or broken branches from flowering trees unless otherwise directed by the inspector in charge.

Only clean sharp tools should be used. No tree wound dressing shall be applied unless specified by the inspector.

The central leader of any tree should not be pruned.

17. **MULCHING**

All trees, shrub beds and ground cover areas shall be mulched with a minimum of 2" of shredded **hardwood**, licorice root or other acceptable mulch. Mulching is to be performed within two (2) days of planting. **Mulch shall cover the entire planting bed or tree pit and form a "saucer" around the tree. Mulch should not be mounded up against the trunk of the tree.**

18. **CLEAN UP**

The contractor shall, as directed by the inspector, remove and properly dispose of all debris during the progress of this work and keep the premises neat and reasonably clean. Upon completion of the work, **he/she** shall remove all equipment and unused materials, including excess soil and debris, and shall leave the premises in a neat and clean condition.

19. **MAINTENANCE OF TREES, SHRUBS AND GROUND COVER**

Maintenance shall begin immediately after each planting. The following requirements shall be adhered to:

Maintenance of new plantings shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing of guys and stakes, resetting plants to proper grades and upright positions, restoration of the planting saucer and furnishing **and** applying such sprays as are necessary to keep the **plants** free from insects and disease. If planting is performed after grass area preparation, proper protection to grass areas shall be provided and any damage resulting from planting operations **shall be repaired promptly. Maintenance shall be provided for a period of one year from the date of planting.**

Planting areas and plants shall be protected at all times against damage of any kind **for** the duration of the maintenance period. If any plants become damaged or injured, they shall be treated or replaced as directed by the inspector in charge at no additional cost to the owner. No work shall be done within adjacent to or over any plant or planting areas without proper safeguard and protection of the plant material.

During the maintenance **period**, the contractor shall be responsible for the performance of all work as outlined above. The root system of all plants shall be watered at such intervals as will keep the surrounding soil in best condition. **At the end of the maintenance period, the contractor shall be**

responsible for removing the guys and stakes, remove and dispose of existing mulch, apply a fresh 2” layer of mulch, and remove only dead or broken branches unless otherwise directed by the inspector prior to the return of any retainage outlined in paragraph 21.

20. **CHANGES**

In the event the contractor attempts to deliver to a location and the homeowner refuses delivery and this refusal is verified by the District Inspector, the contractor shall be reimbursed for the attempted delivery in an amount equal to the contractor's normal delivery charge, but not to exceed \$25.00. Contractor will not attempt to deliver to a different location without prior City approval.

21. **ACCEPTANCE AND PAYMENT**

At the conclusion of the twelve month maintenance period, a final inspection of planting site will be made as determined by the Operations and Maintenance Administrator or his representatives. Trees not approved at the time of the final inspection shall be replaced or repaired as indicated by the inspector without additional compensation. Replacements shall be performed in the current or following planting season with a similar size and species as the original planting.

A retainage shall be held in the amount of 10% of the contract price. The period of retainage shall be twelve (12) months from the acceptance of the last planting.

22. **REFERENCES**

The Operations and Maintenance Administrator reserves the right to request a minimum of three (3) references. The references are to be for contracts of similar size and scope. Included in the references shall be the following information:

- CONTRACT OR PURCHASE ORDER
- FIRM OR ORGANIZATION NAME (INCLUDING ADDRESS)
- NAME, TITLE AND PHONE NUMBER OF CONTACT PERSON
- PERIOD OF WORK
- EXTENT AND SCOPE OF WORK

Failure to produce satisfactory references may be grounds for exclusion from bidding.

DRAWING

TREE STAKING DETAIL

**TO RECEIVE A COPY OF THIS DRAWING, PLEASE CONTACT THE PROCUREMENT
DEPARTMENT PUBLIC INFORMATION COUNTER AT (215) 686-4755**

ATTACHMENT A

05/09/02 Version

**Neighborhood Transformation Initiative (NTI)
Economic Opportunity Plan**

The Project

This Economic Opportunity Plan is being provided in connection with the vision of Mayor John F. Street to begin the process of transforming neighborhoods of Philadelphia from areas of blight to communities teeming with opportunity -- restored and revitalized and the centers of activity. The Neighborhood Transformation Initiative (NTI) is citywide in scope, thus impacting on Philadelphia's diverse population replete with its diverse housing needs and distinct community concerns. Few neighborhoods in Philadelphia have escaped the ravages of abandoned cars, short dumping, vacant or abandoned housing and an aging and deteriorating housing stock. Several sections of the city stand out, having suffered the greatest impact of blight. Transformation will not occur with the simple demolition of deteriorating structures and the clearing of vacant lots nor can transformation of the fifth largest American city occur with \$250,000,000. Transformation is a long-term proposal which goes beyond the tenure of any one Mayor and any one administration; it will require the on-going commitment to revitalization by public and elected officials, the leveraging of available public funds against private sector resources, and the long-term partnership between government, the private sector, and the residents of this city.

While the primary focus is on the transformation of Philadelphia's neighborhoods, the City of Philadelphia recognizes equally the tremendous business and employment opportunities for local small businesses and its residents through the myriad business/contracts that are generated through NTI. This plan seeks to identify the immediate and potential business opportunities for small businesses historically underrepresented in contracting, in particular minority, women and disabled disadvantaged businesses, and immediate and potential employment opportunities for minority, female and the disabled citizens as the result of this massive undertaking.

All consultants and contractors participating on this project shall comply with local and federal policies that are applicable to contracting and employment opportunities including Executive Order 1-93 of the City of Philadelphia and federal Executive Order 11246. The majority of work associated with this initiative will be awarded through competitive and negotiated processes of the City of Philadelphia and its agencies and authorities, and provides substantial partnering and subcontracting opportunities between businesses. The City of Philadelphia recognizes the vast potential for employment and training by residents of the affected areas and is committed to working in conjunction with training providers, contractors and the

building trades unions to maximize trainee, apprentice and journeyman employment opportunities for minorities, females and disabled residents.

Many of the contract and employment opportunities associated with the early phases of this initiative have been identified and are fully funded (i.e., demolition, vacant lot clearing, tree removal, etc.). Several additional contract and employment opportunities associated with later phases of this initiative have been identified, but have yet to be funded (i.e., on-going lot maintenance, development agreements, etc.).

The City of Philadelphia recognizes that this plan is voluntary and requires the best and nondiscriminatory efforts of all parties for its successful implementation. The City of Philadelphia, including its agents and representatives, is committed and determined to provide meaningful and substantial participation opportunities in this project for socially and economically disadvantaged individuals and businesses, with a focused emphasis on individuals and businesses located in the various project areas. The City of Philadelphia is committed to preventing any forms of discrimination on the basis of race, religion, color, sex, age, mental or physical disabilities, national origin or ancestry, sexual orientation, and marital or parental status.

PART I. OUTREACH EFFORTS AND TRAINING OPPORTUNITIES WITH LOCAL ENTITIES.

The City of Philadelphia, working with its departments, agencies, authorities and the GPUAC, shall undertake a number of local outreach efforts to maximize participation of local businesses and minority, woman and disabled-owned businesses, and to achieve the employment goals set forth herein. The City of Philadelphia shall place MBEC-certified disadvantaged minority, woman and disabled owned businesses on its solicitation lists used in conjunction with this initiative, and shall the same of all its agencies and authorities, using the services of the GPUAC and the MBEC.

The City of Philadelphia, working with its departments, agencies, authorities and GPUAC, shall work with each contractor and where appropriate, subcontractors, union representatives, and training providers to maximize recruitment and hiring of residents of the City of Philadelphia. The outreach effort will utilize organizations such as the Pennsylvania Job Centers, Philadelphia Workforce Development Corporation, Philadelphia Housing Authority, Opportunities Industrial Centers, Universal Community Homes, TOP/Win, Congreso De Latinos Unidos, Youth Build, and other community based organizations and training programs. The community outreach plan will, among other things, identify the organizations that will be utilized, provide information as to the dates and locations where individuals may apply and where screening and interviews will be conducted, provide information about the interview process, and implement procedures for monitoring and oversight of the process.

If there is a deficiency in the good faith and nondiscriminatory efforts to achieve these goals, the City of Philadelphia, its representatives, departments,

agencies and authorities shall seek to implement agreeable corrective actions to prevent a continuation of the deficiency and to prevent a recurrence.

PART II. DEMOLITION

A. Employment Opportunities

NTI, under the direction of the Mayor's Office, will begin this initiative through an aggressive city-wide program for the demolition or encapsulation of 14,000 residential and commercial properties. Demolition is expected to begin April 2002 and continue for five years. The City of Philadelphia, through representatives of its departments and agencies, shall work with the contractors involved in the demolition phase, so that all contractors make a good faith effort to employ a workforce equal to goals of 75% minority and 10% female of all workhours for each skilled and semi-skilled trade. These goals represent the total hours worked by trade during the demolition phase. Further, the City of Philadelphia has set as a goal the utilization of Philadelphia residents on the workforce equal to 80% of all workers.

The City of Philadelphia, through its agents and representatives, will ensure that these goals are included in all demolition and demolition related prime contracts and require the prime contractors to reference these goals for all subconsultants and subcontractors.

The Prime Contractors agree to work with local area Community Development Corporations, the monitoring consultant and representatives of the skilled and semi-skilled trade unions to create pre-apprenticeship training programs for residents of the local areas.

For the purpose of this plan, the term "minority" means Black (all persons having origins in any of the black African racial groups); Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or Other Spanish culture or origin); Asian and Pacific Island (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and American Indian (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Contract Opportunities

Each prime consultant and contractor shall use its good faith and nondiscriminatory efforts to provide joint venture partnerships and subconsulting and subcontract opportunities for disadvantaged minority, woman and disabled owned business enterprises (collectively, "M/W/DS-DBEs") certified by the City of Philadelphia's Minority Business Enterprise Council ("MBEC"). For the overall NTI program, each consultant's and contractor's good faith and nondiscriminatory efforts shall be presumed if, during each phase of the project, the following levels of participation are achieved: 35% participation for M-DBEs, 12% participation for W-

DBEs and 2% participation for DS-DBEs. These percentages for participation relate to the dollar value of subcontracts including add-ons, change orders and scope adjustments. Recognizing that each contract has its differences, MBEC shall review the specific scope of work and assign an appropriate range of participation. The assigned range shall be attached to each bid package prior to any advertisement for bid.

1. Program Manager.

This person or team will act as the Owner's Representative working with the City to provide a specific and flexible approach to the work including recommendations for an appropriate methodology for the project; being the primary point of contact with the City, and having responsibility for overseeing the delivery of project management services. This includes development of the project schedule, project budget, phasing alternatives and project management procedures. The program manager will also work in conjunction with the Greater Philadelphia Urban Affairs Coalition ("GPUAC", City of Philadelphia Monitoring Consultant) and the MBEC to ensure the full implementation of this Economic Opportunity Plan.

2. Relocations.

A limited number of structures identified for demolition may be owner occupied and will require relocation assistance for the tenants by the City of Philadelphia. This clearing of contiguous space will allow the City to assemble large land masses necessary for complete redevelopment in a particular area.

It is expected that in-house staff of the City of Philadelphia and its agencies and authorities will perform the majority of relocation assistance. The business opportunity identified to-date during this phase includes but is not limited to:

- (a) Moving and Storage.

3. Demolition.

The City of Philadelphia has budgeted \$160,000,000 for the demolition of vacant structures over the next five years to eliminate the City's inventory of dangerous buildings while providing opportunities to develop tracts of land for subsequent redevelopment. It is anticipated that approximately 14,000 structures will be demolished or encapsulated over the five-year period. Included in this number are all known residential structures determined to be dangerous or imminently dangerous.

Of the budgeted amount, it is expected that \$140,000,000 will be used to demolish residential structures and \$20,000,000 will be used to demolish commercial structures. The City of Philadelphia anticipates packaging the demolition bids as large and small packages and to award by geographic areas of the City. The various package sizes will allow for bidding by both large and small contractors.

Types of demolition anticipated are:

String Demolitions - removing large numbers of adjoining structures to create tracts of land for redevelopment. Accounts for approximately 67% of all demolitions

Hand Demolitions - demolitions performed structure-by-structure generally to preserve adjacent properties accounts for approximately 33% of all demolitions.

- (a) Partial Demolitions - the removal of attached dangerous structures such as porches and sheds with the preservation of the remaining structure. The Philadelphia Housing Authority (PHA), using its Pre-Apprenticeship Building Maintenance and Construction Trades Program, will perform this activity. [This 21-week work-related program is structured to provide educational, vocational and life skills' improvements to strengthen the program participant's employability in the building and construction trades. Program participants are all Philadelphia residents who are offered opportunities for advancement while earning living wages and full health and pension benefits.]

Additionally, the following ancillary contracting opportunities will be available during demolition:

- (a) **Asbestos Inspections** - Professional services contracts for services to be performed per structure prior to demolition. Each inspection will also require an asbestos report. Contracts are awarded through the Department of Licenses & Inspections.
- (b) **Air Monitoring** - Professional services contracts for air quality services to be performed during demolition. The license for this service is issued by the City of Philadelphia Health Department. Contracts are awarded through the Capital Programs Office and the Department of Licenses and Inspections.
- (c) **Asbestos Removal** - Typically this function is included in the competitively bid demolition package and is considered a subcontractable item. The number of structures requiring asbestos removal will be determined upon completion of the asbestos inspection.
- (d) **Cement-Stucco Finish** - Approximately 800 - 1,000 walls per year will require reinforcement where the structure is adjacent to a demolished property.
- (e) **Sealing of Abandoned Laterals** - This requires the services of a Registered Master Plumber and includes the sealing of sewer pipes and cement work for the subsequent repair of pavements.

The following areas have been identified as potential subcontracting/business opportunities that will be needed by the prime contractors:

- (a) Top Soil and Fill (material supply)
- (b) Cement/Stucco (material supply)
- (c) Equipment Rental (i.e., cranes, backhoes, trucks, etc.)
- (d) Hauling - requires the trucking of debris from the demolition site to designated and authorized waste sites.
- (e) Grinding & Compacting Equipment - needed to recycle bricks and other material that may be used as backfill.

Employment opportunities identified during these aforementioned phases include but are not limited to:

- (a) Operating Engineers
- (b) Laborers
- (c) Plumbers
- (d) Cement Masons
- (e) Plasterers
- (f) Roofers
- (g) Carpenters

4. Encapsulation and Stabilization.

This technique is designed to preserve selected vacant structures for rehabilitation, making structures watertight to protect otherwise viable properties from water damage. The City of Philadelphia currently encapsulates an estimated 100 structures per year; through the NTI the City anticipates increasing encapsulation to approximately 1,000 to 2,500 structures over this five-year period. The PHA anticipates using its own inventory of equipment to perform this work. Contracting opportunities associated with encapsulation and stabilization include:

- (a) Roof Replacement
- (b) Repair of Drainage Systems
- (c) Other stabilization activities, when necessary.
- (d) Equipment Rental, if necessary
- (e) Materials (i.e., lumber, plywood, etc.)

The City of Philadelphia anticipates contracting with the Philadelphia Housing Authority (PHA) to provide a dedicated in-house crew to complete most of this work. It is expected that approximately 20 PHA staffers will perform this work with the potential for hiring additional staff. The type of workers expected for this phase:

- (a) Pre-Apprentices
- (b) Apprentices
- (c) Laborers
- (d) Carpenters
- (e) Operating Engineers

5. Lot Clean-Up/Vacant Lot Management.

Approximately 30,000 vacant lots have been identified citywide for initial clean-up in year one of the NTI. Initial employment opportunities will be filled using a mix of City workers and temporary new hires, totaling approximately 100 employees.

Further, it is the City's desire to identify potential employment opportunities for physically and mentally challenged persons (disabled). Following the initial clean-up blitz, the City anticipates awarding contracts to clean lots periodically keeping them reasonably cleared of debris. Bids will be packaged by dividing the city into three primary areas.

The current contracting opportunities identified with this phase include but are limited to:

- (a) Equipment purchase, lease or rental
- (b) Companies equipped with front-end loaders
- (c) Hauling
- (d) Fencing

It is the City's desire that long-term, permanent maintenance programs will be assumed and developed by community "caretakers", organizations and institutions, such as Community Development Corporations, churches, etc. While some lots will be amenable to volunteer efforts, others will require more assistance. The long-term contracting opportunities include but are not limited to:

- (a) Landscape Architecture
- (b) Landscape (i.e., seeding, tree planting, etc.)
- (c) Materials (i.e, mulch, top soil, products, etc.)
- (d) Tree Pruning

6. Street Tree Removal.

The Fairmount Park Commission currently receives requests to remove approximately 2,500 street trees per year. As a result there is a backlog of 8,500 requests for the removal of street trees. The NTI anticipates removing 4,300 trees per year for the next two years, continuing removal for years 3 and 4, and managing the annual requests including additional plantings by year 5. This function is contracted to private contractors, although a small crew of City workers performs some of this activity. The business opportunities associated with this work include but are not limited to:

- (a) Tree Removal
- (b) Hauling

The employment opportunities associated with this work are:

- (a) Apprentices
- (b) Groundskeepers
- (c) Tree Technicians

The Fairmount Park Commission, working in conjunction with the Municipal Unions, Central Personnel and the Philadelphia Workforce Development Corporation, anticipates creating a class of temporary workers who would receive on-the-job training for one year with the Commission, thereby providing the means for unemployed or underemployed Philadelphia residents to gain basic skills necessary for entry-level positions with private tree removal contractors. It is anticipated that these workers would be residents of the immediate area.

The City of Philadelphia has identified the following long-term business opportunities:

- (a) Mowing Contractors

7. MIS Technology.

Through the NTI, a computerized tracking system will be developed to: 1) track the expenditure of bond proceeds over the life of the bonds, and: 2) track the acquisition and disposition of real estate into and out of public ownership by the upgrading and integration of current MIS systems. All work performed during this phase will be coordinated in conjunction with the Redevelopment Authority (RDA) and the Mayor's Office of Information Systems (MOIS). The business opportunities identified with this activity include but are not limited to:

- (a) Computer/MIS Consultants
- (b) Software Design

PART III. POST DEMOLITION.

A. Employment Opportunities

The City of Philadelphia anticipates that the majority of the post demolition employment opportunities will be achieved through redevelopment activities. These opportunities are consistent with general employment in the construction industry utilizing skilled and semi-skilled workforces. A substantial portion of the redevelopment activity will be the responsibility of community development corporations, private developers, institutions and others with approvals granted by the City of Philadelphia.

It is the intent of the City of Philadelphia, through the Redevelopment Authority, to include this Economic Opportunity Plan in all Requests For Proposals (RFP) issued for the redevelopment of land owned by the City of Philadelphia. The RDA will evaluate each proposer on the merits of its responsiveness to the RFP, including responsiveness to this plan.

Respondents to all RFPs issued by the Redevelopment Authority or any other quasi-public agency or authority associated with NTI shall require its contractors involved in the respective projects to make a good faith effort to employ minority and female craftpersons in the construction workforce equal to goals of 45% and 5% respectively of all work hours for each skilled and semi-skilled trade. In support of local initiatives that target economic benefits to low-income persons and underemployed craftpersons, Respondents will encourage its contractors to make a good faith effort to maximize employment opportunities for apprentices and pre-apprentice craftpersons with a participation goal of 25% minority and 10% female, respectively, of all first-year and other apprentices. Respondents will include these goals in all construction-related prime contracts and shall require its prime contractors to reference these goals in their subcontracts.

The employment opportunities anticipated for the redevelopment phase of this initiative include but are not limited to:

- (a) Laborers
- (b) Carpenters
- (c) Operating Engineers
- (d) Roofers
- (e) Plumbers
- (f) Glaziers
- (g) Cement Masons

The City of Philadelphia has set as a goal the utilization of Philadelphia residents on the workforce equal to 60% of all workers.

B. Contract Opportunities

1. Land Acquisition.

Upon completion of demolition, it is the desire of the City to begin assembling parcels of land for conveyance or sale to community groups, institutions, and real estate developers for later redevelopment. It is during this period that the City of Philadelphia, through its Planning Commission, will develop a master plan for optimum reuse of the vacant land.

Prior to the actual conveyance of land the City of Philadelphia, through the Redevelopment Authority (RDA), will gain title to the

parcels and conduct property appraisals. The City anticipates its most aggressive land acquisition activity to occur during the initial three-year period of this project. During this time, the following business opportunities have been identified:

- (a) Title Searches - Approximately 1,000 units per year will require title searches and the accompanying title report. This presents business opportunities for search firms and attorneys.
- (b) Appraisals - This function will guide the City in determining land values upon completion of the title search. Approximately 1,000 units per year will require appraisals.

2. Interim Land Use Strategies.

This phase of NTI represents the stage when either the City of Philadelphia or the effected surrounding community anticipates a provisional use of vacant lots. Such uses may include parking, gardens, greening programs, etc. The business and employment opportunities associated with this phase will be identified with a determination of the interim use, but may include at a minimum:

- (a) Fencing
- (b) Materials (i.e., topsoil, mulch, etc.)
- (c) Landscaping
- (d) Paving

3. Development.

This phase of NTI represents that long-term and final period when the actual implementation of the redevelopment plans is materialized. While the City of Philadelphia has not funded any portion of this work, it is expected that the City will in some instances leverage available public funds with private resources and in other instances redevelopment will be funded solely through private financing means.

It is the intent of the City of Philadelphia, through the Redevelopment Authority, to include this Economic Opportunity Plan in all Requests For Proposals (RFP) issued for the redevelopment of land owned by the City of Philadelphia. The RDA will evaluate each proposer on the merits of its responsiveness to the RFP, including responsiveness to this plan. During this period the following business opportunities have been identified:

- (a) Developer - This activity offers opportunities for joint venture partnerships and expansion opportunities for M/W/DS-DBE firms.
- (b) Contractor - Likewise, the actual construction associated with new development presents opportunities for established, new or expanding M/W/DS-DBE firms to compete either as prime contractors, joint venture partners, or subcontractors.

- (c) Suppliers - As in any construction project, the purchase of materials associated with construction present business opportunities for established, new and expanding M/W/DS-DBE firms.
- (d) Professional Services - Several services are generally associated with construction activity. The business goals established in this plan extend to this phase of activity. During this period the professional services business opportunities include but are not limited to:
 - (1) Architecture
 - (2) Engineer
 - (3) Landscape Architecture
 - (4) Lighting Consultants
 - (5) Legal
 - (6) Accounting
 - (7) Graphic Design
 - (8) Advertising/Public Relations

PART IV. REPORTING AND PROJECT PERFORMANCE.

Over the initial five-year period of the NTI, the City of Philadelphia, through its departments and agencies, will prepare monthly reports and updates of employment and contracting activities for NTI which summarize the following:

- (1) Utilization of M/W/DS-DBEs and commitments made with such businesses;
- (2) The hiring and employment of minorities and females.
- (3) The training programs utilized and the placement rates.

Additionally, the City of Philadelphia acknowledges the value of project monitoring and therefore will develop and work with an Oversight Committee to monitor overall compliance and achievement of the project objectives as defined in this Economic Opportunity Plan.

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The GPUAC shall work with the City, its departments and agencies, contractors, consultants, and training providers to ensure maximum opportunities not necessarily identified in this Plan. The City of

Philadelphia, through its departments and agencies, agree to work with all contractors to submit to the GPUAC manpower utilization projections for all work associated with this initiative.

#

DRAWING

TREE STAKING DETAIL

TO RECEIVE A COPY OF THIS DRAWING, PLEASE CONTACT THE PROCUREMENT
DEPARTMENT PUBLIC INFORMATION COUNTER AT (215) 686-4755

ATTACHMENT A

05/09/02 Version
Neighborhood Transformation Initiative (NTI)
Economic Opportunity Plan

The Project

This Economic Opportunity Plan is being provided in connection with the vision of Mayor John F. Street to begin the process of transforming neighborhoods of Philadelphia from areas of blight to communities teeming with opportunity -- restored and revitalized and the centers of activity. The Neighborhood Transformation Initiative (NTI) is citywide in scope, thus impacting on Philadelphia's diverse population replete with its diverse housing needs and distinct community concerns. Few neighborhoods in Philadelphia have escaped the ravages of abandoned cars, short dumping, vacant or abandoned housing and an aging and deteriorating housing stock. Several sections of the city stand out, having suffered the greatest impact of blight. Transformation will not occur with the simple demolition of deteriorating structures and the clearing of vacant lots nor can transformation of the fifth largest American city occur with \$250,000,000. Transformation is a long-term proposal which goes beyond the tenure of any one Mayor and any one administration; it will require the on-going commitment to revitalization by public and elected officials, the leveraging of available public funds against private sector resources, and the long-term partnership between government, the private sector, and the residents of this city.

While the primary focus is on the transformation of Philadelphia's neighborhoods, the City of Philadelphia recognizes equally the tremendous business and employment opportunities for local small businesses and its residents through the myriad business/contracts that are generated through NTI. This plan seeks to identify the immediate and potential business opportunities for small businesses historically underrepresented in contracting, in particular minority, women and disabled disadvantaged businesses, and immediate and potential employment opportunities for minority, female and the disabled citizens as the result of this massive undertaking.

All consultants and contractors participating on this project shall comply with local and federal policies that are applicable to contracting and employment opportunities including Executive Order 1-93 of the City of Philadelphia and federal Executive Order 11246. The majority of work associated with this initiative will be awarded through competitive and negotiated processes of the City of Philadelphia and its agencies and authorities, and provides substantial partnering and subcontracting opportunities between businesses. The City of Philadelphia recognizes the vast potential for employment and training by residents of the affected areas and is committed to working in conjunction with training providers, contractors and the building trades unions to maximize trainee, apprentice and journeyman employment opportunities for minorities, females and disabled residents.

Many of the contract and employment opportunities associated with the early phases of this initiative have been identified and are fully funded (i.e., demolition, vacant lot clearing, tree removal, etc.). Several additional contract and employment opportunities associated with later phases of this initiative have been identified, but have yet to be funded (i.e., on-going lot maintenance, development agreements, etc.).

The City of Philadelphia recognizes that this plan is voluntary and requires the best and nondiscriminatory efforts of all parties for its successful implementation. The City of Philadelphia, including its agents and representatives, is committed and determined to provide meaningful and substantial participation opportunities in this project for socially and economically disadvantaged individuals and businesses, with a focused emphasis on individuals and businesses located in the various project areas. The City of Philadelphia is committed to preventing any forms of discrimination on the basis of race, religion, color, sex, age, mental or physical disabilities, national origin or ancestry, sexual orientation, and marital or parental status.

PART I. OUTREACH EFFORTS AND TRAINING OPPORTUNITIES WITH LOCAL ENTITIES.

The City of Philadelphia, working with its departments, agencies, authorities and the GPUAC, shall undertake a number of local outreach efforts to maximize participation of local businesses and minority, woman and disabled-owned businesses, and to achieve the employment goals set forth herein. The City of Philadelphia shall place MBEC-certified disadvantaged minority, woman and disabled owned businesses on its solicitation lists used in conjunction with this initiative, and shall the same of all its agencies and authorities, using the services of the GPUAC and the MBEC.

The City of Philadelphia, working with its departments, agencies, authorities and GPUAC, shall work with each contractor and where appropriate, subcontractors, union representatives, and training providers to maximize recruitment and hiring of residents of the City of Philadelphia. The outreach effort will utilize organizations such as the Pennsylvania Job Centers, Philadelphia Workforce Development Corporation, Philadelphia Housing Authority, Opportunities Industrial Centers, Universal Community Homes, TOP/Win, Congreso De Latinos Unidos, Youth Build, and other community based organizations and training programs. The community outreach plan will, among other things, identify the organizations that will be utilized, provide information as to the dates and locations where individuals may apply and where screening and interviews will be conducted, provide information about the interview process, and implement procedures for monitoring and oversight of the process.

If there is a deficiency in the good faith and nondiscriminatory efforts to achieve these goals, the City of Philadelphia, its representatives, departments, agencies and authorities shall seek to implement agreeable corrective actions to prevent a continuation of the deficiency and to prevent a recurrence.

PART II. DEMOLITION

A. Employment Opportunities

NTI, under the direction of the Mayor's Office, will begin this initiative through an aggressive city-wide program for the demolition or encapsulation of 14,000 residential and commercial properties. Demolition is expected to begin April 2002 and continue for five years. The City of Philadelphia, through representatives of its departments and agencies, shall work with the contractors involved in the demolition phase, so that all contractors make a good faith effort to employ a workforce equal to goals of 75% minority and 10% female of all workhours for each skilled and semi-skilled trade. These goals represent the total hours worked by trade during the demolition phase. Further, the City of Philadelphia has set as a goal the utilization of Philadelphia residents on the workforce equal to 80% of all workers.

The City of Philadelphia, through its agents and representatives, will ensure that these goals are included in all demolition and demolition related prime contracts and require the prime contractors to reference these goals for all subconsultants and subcontractors.

The Prime Contractors agree to work with local area Community Development Corporations, the monitoring consultant and representatives of the skilled and semi-skilled trade unions to create pre-apprenticeship training programs for residents of the local areas.

For the purpose of this plan, the term "minority" means Black (all persons having origins in any of the black African racial groups); Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or Other Spanish culture or origin); Asian and Pacific Island (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and American Indian (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Contract Opportunities

Each prime consultant and contractor shall use its good faith and nondiscriminatory efforts to provide joint venture partnerships and subconsulting and subcontract opportunities for disadvantaged minority, woman and disabled owned business enterprises (collectively, "M/W/DS-DBEs") certified by the City of Philadelphia's Minority Business Enterprise Council ("MBEC"). For the overall NTI program, each consultant's and contractor's good faith and nondiscriminatory efforts shall be presumed if, during each phase of the project, the following levels of participation are achieved: 35% participation for M-DBEs, 12% participation for W-DBEs and 2% participation for DS-DBEs. These percentages for participation relate to the

dollar value of subcontracts including add-ons, change orders and scope adjustments. Recognizing that each contract has its differences, MBEC shall review the specific scope of work and assign an appropriate range of participation. The assigned range shall be attached to each bid package prior to any advertisement for bid.

1. Program Manager.

This person or team will act as the Owner’s Representative working with the City to provide a specific and flexible approach to the work including recommendations for an appropriate methodology for the project; being the primary point of contact with the City, and having responsibility for overseeing the delivery of project management services. This includes development of the project schedule, project budget, phasing alternatives and project management procedures. The program manager will also work in conjunction with the Greater Philadelphia Urban Affairs Coalition (“GPUAC”, City of Philadelphia Monitoring Consultant) and the MBEC to ensure the full implementation of this Economic Opportunity Plan.

2. Relocations.

A limited number of structures identified for demolition may be owner occupied and will require relocation assistance for the tenants by the City of Philadelphia. This clearing of contiguous space will allow the City to assemble large land masses necessary for complete redevelopment in a particular area.

It is expected that in-house staff of the City of Philadelphia and its agencies and authorities will perform the majority of relocation assistance. The business opportunity identified to-date during this phase includes but is not limited to:

- (a) Moving and Storage.

3. Demolition.

The City of Philadelphia has budgeted \$160,000,000 for the demolition of vacant structures over the next five years to eliminate the City’s inventory of dangerous buildings while providing opportunities to develop tracts of land for subsequent redevelopment. It is anticipated that approximately 14,000 structures will be demolished or encapsulated over the five-year period. Included in this number are all known residential structures determined to be dangerous or imminently dangerous.

Of the budgeted amount, it is expected that \$140,000,000 will be used to demolish residential structures and \$20,000,000 will be used to demolish commercial structures. The City of Philadelphia anticipates packaging the demolition bids as large and small packages and to award by geographic

areas of the City. The various package sizes will allow for bidding by both large and small contractors.

Types of demolition anticipated are:

- (a) String Demolitions – removing large numbers of adjoining structures to create tracts of land for redevelopment. Accounts for approximately 67% of all demolitions.
- (b) Hand Demolitions – demolitions performed structure-by-structure generally to preserve adjacent properties. Accounts for approximately 33% of all demolitions.
- (c) Partial Demolitions – the removal of attached dangerous structures such as porches and sheds with the preservation of the remaining structure. The Philadelphia Housing Authority (PHA), using its Pre-Apprenticeship Building Maintenance and Construction Trades Program, will perform this activity. [This 21-week work-related program is structured to provide educational, vocational and life skills' improvements to strengthen the program participant's employability in the building and construction trades. Program participants are all Philadelphia residents who are offered opportunities for advancement while earning living wages and full health and pension benefits.]

Additionally, the following ancillary contracting opportunities will be available during demolition:

- (a) **Asbestos Inspections** – Professional services contracts for services to be performed per structure prior to demolition. Each inspection will also require an asbestos report. Contracts are awarded through the Department of Licenses & Inspections.
- (b) **Air Monitoring** – Professional services contracts for air quality services to be performed during demolition. The license for this service is issued by the City of Philadelphia Health Department. Contracts are awarded through the Capital Programs Office and the Department of Licenses and Inspections.
- (c) **Asbestos Removal** – Typically this function is included in the competitively bid demolition package and is considered a subcontractable item. The number of structures requiring asbestos removal will be determined upon completion of the asbestos inspection.
- (d) **Cement-Stucco Finish** – Approximately 800 - 1,000 walls per year will require reinforcement where the structure is adjacent to a demolished property.
- (e) **Sealing of Abandoned Laterals** – This requires the services of a Registered Master Plumber and includes the sealing of sewer pipes and cement work for the subsequent repair of pavements.

The following areas have been identified as potential subcontracting/business opportunities that will be needed by the prime contractors:

- (a) Top Soil and Fill (material supply)
- (b) Cement/Stucco (material supply)
- (c) Equipment Rental (i.e., cranes, backhoes, trucks, etc.)
- (d) Hauling – requires the trucking of debris from the demolition site to designated and authorized waste sites.
- (e) Grinding & Compacting Equipment – needed to recycle bricks and other material that may be used as backfill.

Employment opportunities identified during these aforementioned phases include but are not limited to:

- (a) Operating Engineers
- (b) Laborers
- (c) Plumbers
- (d) Cement Masons
- (e) Plasterers
- (f) Roofers
- (g) Carpenters

4. Encapsulation and Stabilization.

This technique is designed to preserve selected vacant structures for rehabilitation, making structures watertight to protect otherwise viable properties from water damage. The City of Philadelphia currently encapsulates an estimated 100 structures per year; through the NTI the City anticipates increasing encapsulation to approximately 1,000 to 2,500 structures over this five-year period. The PHA anticipates using its own inventory of equipment to perform this work. Contracting opportunities associated with encapsulation and stabilization include:

- (a) Roof Replacement
- (b) Repair of Drainage Systems
- (c) Other stabilization activities, when necessary.
- (d) Equipment Rental, if necessary
- (e) Materials (i.e., lumber, plywood, etc.)

The City of Philadelphia anticipates contracting with the Philadelphia Housing Authority (PHA) to provide a dedicated in-house crew to complete most of this work. It is expected that approximately 20 PHA staffers will perform this work with the potential for hiring additional staff. The type of workers expected for this phase:

- (a) Pre-Apprentices
- (b) Apprentices
- (c) Laborers
- (d) Carpenters
- (e) Operating Engineers

5. Lot Clean-Up/Vacant Lot Management.

Approximately 30,000 vacant lots have been identified citywide for initial clean-up in year one of the NTI. Initial employment opportunities will be filled using a mix of City workers and temporary new hires, totaling approximately 100 employees. Further, it is the City's desire to identify potential employment opportunities for physically and mentally challenged persons (disabled). Following the initial clean-up blitz, the City anticipates awarding contracts to clean lots periodically keeping them reasonably cleared of debris. Bids will be packaged by dividing the city into three primary areas.

The current contracting opportunities identified with this phase include but are limited to:

- (a) Equipment purchase, lease or rental
- (b) Companies equipped with front-end loaders
- (c) Hauling
- (d) Fencing

It is the City's desire that long-term, permanent maintenance programs will be assumed and developed by community "caretakers", organizations and institutions, such as Community Development Corporations, churches, etc. While some lots will be amenable to volunteer efforts, others will require more assistance. The long-term contracting opportunities include but are not limited to:

- (a) Landscape Architecture
- (b) Landscape (i.e., seeding, tree planting, etc.)
- (c) Materials (i.e, mulch, top soil, products, etc.)
- (d) Tree Pruning

6. Street Tree Removal.

The Fairmount Park Commission currently receives requests to remove approximately 2,500 street trees per year. As a result there is a backlog of 8,500 requests for the removal of street trees. The NTI anticipates removing 4,300 trees per year for the next two years, continuing removal for years 3 and 4, and managing the annual requests including additional plantings by year 5. This function is contracted to private contractors, although a small crew of City workers performs some of this activity. The business opportunities associated with this work include but are not limited to:

- (a) Tree Removal
- (b) Hauling

The employment opportunities associated with this work are:

- (a) Apprentices
- (b) Groundskeepers
- (c) Tree Technicians

The Fairmount Park Commission, working in conjunction with the Municipal Unions, Central Personnel and the Philadelphia Workforce Development Corporation, anticipates creating a class of temporary workers who would receive on-the-job training for one year with the Commission, thereby providing the means for unemployed or underemployed Philadelphia residents to gain basic skills necessary for entry-level positions with private tree removal contractors. It is anticipated that these workers would be residents of the immediate area.

The City of Philadelphia has identified the following long-term business opportunities:

- (a) Mowing Contractors

7. MIS Technology.

Through the NTI, a computerized tracking system will be developed to: 1) track the expenditure of bond proceeds over the life of the bonds, and: 2) track the acquisition and disposition of real estate into and out of public ownership by the upgrading and integration of current MIS systems. All work performed during this phase will be coordinated in conjunction with the Redevelopment Authority (RDA) and the Mayor's Office of Information Systems (MOIS). The business opportunities identified with this activity include but are not limited to:

- (a) Computer/MIS Consultants
- (b) Software Design

PART III. POST DEMOLITION.

A. Employment Opportunities

The City of Philadelphia anticipates that the majority of the post demolition employment opportunities will be achieved through redevelopment activities. These opportunities are consistent with general employment in the construction industry utilizing skilled and semi-skilled workforces. A substantial portion of the redevelopment activity will be the responsibility of community development corporations, private developers, institutions and others with approvals granted by the City of Philadelphia.

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The employment opportunities anticipated for the redevelopment phase of this initiative include but are not limited to:

- (a) Laborers
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- (d) Roofers
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- (f) Glaziers

- (g) Cement Masons

The City of Philadelphia has set as a goal the utilization of Philadelphia residents on the workforce equal to 60% of all workers.

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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.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. 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 this 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. 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. SPECIFICATIONS. When a formal, numbered, specification is referred to in this Invitation and Bid, no deviation therefrom will be permitted 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 this 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.

3. 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, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made 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, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

4. 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 is interested.

5. 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.

6. 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.

7. PRICE INCREASES AND DISCOUNTS. All articles must be delivered at the price(s) bid, FOB Destination Point. 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. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

8. **BID SECURITY.** Unless the bidder is properly covered 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 EST. CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01- \$ 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, the Procurement Department shall refund, with the exception of the fee paid for participation in the City's Annual Master Bid Security program, the bid security except the bid security of the lowest responsive and responsible bidder. Upon return of the duly executed contract documents, required fees and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

9. **PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 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.

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. 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. **RESPONSIVENESS.** Subject to the right of the Procurement Commissioner to waive nonresponsiveness as set forth below in this Section, these Terms and Conditions of Bidding and the specifications and requirements included in this Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of its 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 the specifications and requirements included in this 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 the specifications and requirements included in this Invitation and Bid is nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by this Invitation and Bid, by these Terms and Conditions of Bidding or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

12. **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 this 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 sound 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 for 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.

13. **CONTRACTS.** Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 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 Labor and Materials Bond, 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. **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 insureds 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 insureds 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 or 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) All states endorsement

(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 (employee exclusion deleted); 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.

15. **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 bonds, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding, 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.

16. **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 this Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and the specifications and requirements contained in this Invitation and Bid. The successful bidder shall comply with all 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 this Invitation and Bid:

- a. Failure by contractor to comply with any provision or Section of the contract, including the bid specifications contained in this Invitation and Bid and these Terms and Conditions of Bidding 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 this 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 agents or indictment or issuance of charges against contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, 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 this 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 13 above.
- g. Any other act or omission identified in these Terms and Conditions of Bidding 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):

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

- b. appropriate to the payment of the difference between the contract price and the cost of such substitute goods or services, and the amount of any 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 therefor. 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.

17. 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
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 to \$ 100,000.00	\$ 10.00
\$ 100,000.01 to \$ 300,000.00	\$ 30.00
\$ 300,000.01 to \$ 500,000.00	\$ 50.00
\$ 500,000.01 to \$ 1,000,000.00	\$ 100.00
\$ 1,000,000.01 to \$ 2,000,000.00	\$ 200.00
\$ 2,000,000.01 to \$ 3,000,000.00	\$ 300.00
\$ 3,000,000.01 to \$ 4,000,000.00	\$ 400.00
\$ 4,000,000.01 to \$ 5,000,000.00	\$ 500.00
\$ 5,000,000.01 or more	\$ 600.00

Failure to submit the Bid Processing Fee may result in rejection of the bidder's bid. In addition, if a contract award is made pursuant to this Invitation and Bid, any unpaid bid processing fees owed by the successful bidder to the City must be paid prior to the City's release of any payments under the resulting contract.

18. NONDISCRIMINATION.

a. Any contract awarded pursuant to this Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, bidder 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 16 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder 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, 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 16 or otherwise available to the City at law or in equity. Bidder 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. Bidder 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 16 or otherwise available to the City at law or in equity.

19. 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. 16-92 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. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

20. 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 Section 15 and/or Section 16..

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

22. TAX REQUIREMENTS. Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City

and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

23. 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 this 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 of 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)."

24. ASSIGNMENT. The successful bidder shall not assign the contract resulting from this 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.

25. MACBRIDE PRINCIPLES CERTIFICATION. Section 17-104(2)(b) of 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 this 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 18 Pa.C.S. Section 4904.

**BIDDER MUST SIGN BID on
Page 8 of 8 of Conditions of Bidding**

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 (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 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 effected 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 \$25,000, date and sign the bid here, with original signatures, in ink.

This _____ day of _____ 200__

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If bid is by 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 _____ 200__

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or a 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

(Asst. City Solicitor)

(Procurement Commissioner)



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
Tel. 215 686 6365**

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

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 stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- 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 this bid.



CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

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 after the contract has been fully executed, at a **fee of \$10.00** 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 4756.

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

- Check or Money Order payable to "City of Philadelphia";
- A self-addressed stamped envelope which is **at least 9 1/2" x 12 1/2" or larger** for each Bid requested.

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

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B, MSB
Philadelphia, PA 19102-1685

Do Not Send Cash

<i>Internal Use Only:</i>	
Date Request Received:	Check Type:
Date Bid Result(s) Mailed:	Check Number:
Initials:	Check Amount \$



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2006 – June 30, 2008

(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 \$25,000 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 \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2006 to June 30, 2008**, complete the enclosed application and return it with a check for **\$175.00**. 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**" **2006 – 2008** 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: _____

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

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/06 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685
(215) 686-4750
FAX (215) 686-4728

Janet Hagan
Acting Procurement Commissioner

August 16, 2006

Dear Vendor:

Effective with bids opening **September 1, 2006** and later, The City of Philadelphia Procurement Department will be implementing the following change: Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors will no longer receive their original checks back after contract conformance. Following contract conformance the City of Philadelphia will issue a check to the vendor. Vendors interested in participating in the City's Master Bid Security Program can go to www.phila.gov and visit the City of Philadelphia's Procurement Department website to obtain an application.

Janet Hagan
Acting Procurement Commissioner



C I T Y O F P H I L A D E L P H I A

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Vincent Jannetti
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

OFFICE OF THE DIRECTOR OF FINANCE
Room 1330 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

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's 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.

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 new system, please e-mail us using the question and comment field provided on the site.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti'.

Vincent J. Jannetti
Acting Director of Finance