BID OPENING DATE AND TIME

On: JANUARY 10, 2007 AT: 10:30 A.M.

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S7Z52940	1 OF 54		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.

DEPARTMENT: VARIOUS DIVISION:

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER: A. DENNIS
J. MANTON

TITLE OF BID: SEEDS, FERTILIZER, HERBICIDES, INSECTICIDES, FUNGICIDES, etc.

GENERAL INFORMATION

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order 02-05.

While there are no Participation Ranges projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses on an equitable basis with other firms.

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, MBEC Certification Number, and dollar amount/ percentage of work.

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.

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

BIDDERS MUST SIGN PAGE 8 OF THE "TERMS AND CONDITIONS".

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)
Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Disadvantaged Minority (M-BE), Women (W-BE), and Disabled (DS-BE) Owned Business Enterprises[1]

Bid Number		**Name of Bidder**			
Primary Bidder	**M-BE** ❑	**W-BE** ❑	**DS-BE** ❑	**N/A** ❑	**SBA** ❑
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**M-BE** ❑	**W-BE** ❑	**DS-BE** ❑		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**M-BE** ❑	**W-BE** ❑	**DS-BE** ❑		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**M-BE** ❑	**W-BE** ❑	**DS-BE** ❑		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				

1 M-BE/W-BE/DS-BES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: SEEDS, FERTILIZER, HERBICIDES, INSECTICIDES, FUNGICIDES, etc.**

1.2 **SCHEDULE NO: 948**

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.

1.6 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **SEEDS, FERTILIZER, HERBICIDES, INSECTICIDES, FUNGICIDES, etc.** 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.

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 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.

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.

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_____

1.9.11 **ALTERNATES SUBMITTED:**
If an alternate to any item is offered, bidder must follow instructions in Paragraph 2 of "Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid.

Any other product information submitted by bidder in connection with this bid is for purposes of product description, information and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

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.

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.

SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's Agencies/Departments with Seed, Fertilizer, Herbicides, Insecticides, Retardants, Etc. as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 Bidder shall submit pricing for each item listed in Section 5: Pricing. Pricing shall be for the unit of measure as indicated and all prices shall remain firm for twenty-four (24) months. Prices may increase or decrease in accordance with 4.2.8.

2.3 No canceled, expired, unlawful or suspended products may be substituted.

2.4 All vendors must agree to abide by the laws of the Commonwealth of Pennsylvania for Seed, Fertilizer, Herbicides Insecticide, Fungicide, Repellant, Retardant, etc. All pesticides offered and shipped must meet the approval of the Environmental Protection Agency. All licensing, statutory requirements, Acts and Amendments such as, but not limited to, Pennsylvania Soil and Plant Amendment Act, law HB437 2002, Pennsylvania Agricultural Liming Act and Regulations and Pennsylvania Department of Agriculture Pesticide Control Act No. 24 must be obeyed .

Material Safety Data Sheets (MSDS):
To comply with the Pennsylvania Community and Worker Right to Know Act of 1984, the City of Philadelphia requires bidders to submit a copy of the MSDS pertinent to the product(s) used or to the service(s) offered. A copy of MSDS may be required prior to award by the Procurement Department. Successful bidders shall be required to provide to the receiver an MSDS prior to, or accompanying, the first shipment and subsequent to any revision to the MSDS during the duration of this contract. For those products or substances which the bidder believes exempt from the State regulation to provide MSDS, the City requires those bidders to provide with their bid written and signed documentation of the exemption by citing the specific applicable section of the state law upon which the exemption from MSDS provision is based.

Labeling of Chemical Substances:
Bidders for the provision of product(s) or service(s) must meet legal requirements under the Pennsylvania Community and Worker Right to Know Act of 1984 for the labeling of chemicals and of hazardous substances. For those products or substances which the bidders believes exempt from State labeling regulations, the City requires those bidders to provide with their bid written and signed documentation of the exemption by citing the specific applicable section of the State law upon which the exemption from the labeling requirement is based.

Bidders shall submit with their bid, product labels for all items being offered in Section 5: Pricing. Product labels should indicate product composition.

The Material Safety Data Sheet or any other product information submitted by bidder in connection with this bid is for purposes of product description, information and specifications only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

2.5 WARRANTY
All chemicals and seeds furnished must be of current manufacturer and be warranted as new. Bidder must guarantee that products offered will meet the specifications as listed in this Invitation and Bid until contract expiration.

2.6 DELIVERY
The ordering department of the City of Philadelphia will contact vendor with delivery instructions.

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 to the lowest responsive and responsible bidder(s), either in whole, by section, or item by item, whichever is deemed to be in the best interest of the City.

3.2.2 **Section 3, Evaluation and Award**
If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over $25,000.00 and awarded as a whole or by section.

3.2.3 **BASIS OF AWARD**

The prices used for the calculation of the Basis of Award must be the same prices as quoted in Section 5 - Pricing. In the event of a conflict between the prices quoted in Section 5, "Pricing", of the bid and those used in the Basis of Award, the prices quoted in the Pricing Section will prevail and will be used for calculations.

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.

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

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 shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information.

Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

(a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.

(b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.

(c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to".

(d) The invoice must show the quantity and type of item or service and the price.

(e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

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

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

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

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

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

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

4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 **DELIVERY:**
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. VENDOR NOTE: In Section 5, specify delivery if other than 30 days.

4.2.4.1 **Liquidated Damages:**
Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.

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

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

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

4.2.7 For delivery of products 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.

4.2.8 **REPORTS**

4.2.8.1 **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.

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 ☐

4.2.9 **Invoices/Receipts:**

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

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

4.2.9.3 Invoices should be sent in triplicate to each ordering department

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

4.2.9.3.2 See also item 4.1.2 above.

4.3 **PRICE INCREASE OR DECREASE:**

Prices herein are subject to increase or decrease in the event of any price changes in the general or published price established by the Manufacturer. Notice of all such changes shall be given in writing to the Procurement Department, Department of Finance and the Controller. This notice must be accompanied by the notice from the Manufacturer to the vendor showing the price changes. City reserves the right to review the propriety of the price rise and cancel the contract at its discretion.

Vendor must give 60 days notice of price increase, in writing, to the City. Notice shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract # and period of contract.

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.

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

4.3.1 **Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change. Example: If prices change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until September 1.**

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

SECTION 5: PRICING

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

NOTE:
Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

Vendor shall quote prices on units as listed: bag (BA), box (BX), container (CH), gallon (GA), case (CA), quart (QT) and packet (PH).

For identification purposes, this Section is divided into the following categories:

5.1 Seed
5.2 Fertilizer
5.3 Herbicides & Retardants
5.4 Insecticides
5.5 Traps
5.6 Rodenticides
5.7 Miscellaneous

5.1 SEED -
All grass seed must be "Blue Tag Certified" to insure quality. Seed is to be packaged in 50 lb. bags. Any substitution (due to availability) must be approved by Fairmount Park Commission.

		Quantity	Unit of Measure	Unit Price	Total Amount
Bluegrass					
	30120 000 080				
5.1.1	Kentucky Bluegrass: Washington; purity: 98%; Germination: 85%	5	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.2	**30120 000 081** Kentucky Bluegrass: Alene; purity: 98%; Germination: 85%	55	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED:_____

5.1.3	**30120 000 008** Kentucky Bluegrass: Glade; purity: 98%; Germination: 85%	6	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.4	**30120 000 009** Kentucky Bluegrass; Gnome; purity: 98%; Germination: 85%	1	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.5	**30120 000 011** Kentucky Bluegrass: Kenblue; purity: 98%; Germination: 85%	16	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.6	**30120 000 014** Kentucky Bluegrass: Merit; purity: 98%; Germination: 85%	12	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.7	**30120 000 023** Chewing Fescue: Pennlawn Red; purity: 98%; Germination: 90%	10	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.8	**30120 000 030** Tall Fescue: Kentucky 31; purity: 98%; Germination: 90%	5	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

Perennial Ryegrass:

5.1.9	**30120 000 033** Perennial Ryegrass: Allaire; Purity: 98%; Germination: 90%	36	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.10	**30120 000 035** Perennial Ryegrass: Annual; Purity: 98%; Germination: 90%	9	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.11	**30120 000 036** Perennial Ryegrass: Dasher II; Purity: 98%; Germination: 90%	1	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.12	**30120 000 038** Perennial Ryegrass: Manhattan II; Purity: 98%; Germination: 90%	1	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.13	**30120 000 039** Perennial Ryegrass: Premier; Purity: 98%; Germination: 90%	50	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.14	**30120 000 040** Perennial Ryegrass: Sherwood; Purity: 98%; Germination: 90%	60	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

Turf Type Tall Fescue

5.1.15	**30120 000 085** Justice tall fescue; 98% min. Purity 85% min. Germination 0.02% max. Weed 50 lb. bag	12	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.1.16	**30120 000 086** Penn1901 tall fescue; 98% min. Purity 85% min. Germination 0.02% max. Weed 50 lb. bag	12	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.17	**30120 000 087** Rebel exeda tall fescue 98% min. Purity 85% min. Germination 0.02% max. Weed 50 lb. bag	12	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

Miscellaneous:

5.1.18	**30120 000 046** Wildflower Seed; Northern Mix; reseeds itself; Purity: 98%; Germination: 85%. Size of Container: 10 pound.	11	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

SUBTOTAL $_____
(UNIT PRICE X QUANTITY FOR ITEMS 5.1.1 THROUGH 5.1.18)

		Quantity	Unit of Measure	Unit Price	Total Amount
5.2	**FERTILIZER:**				
	30120 001 049				
5.2.1	Fertilizer - that is water-soluble and contains a chelating formula that will prevent settling out all main elements used for general purpose. Nitrogen: 20%; Phosphorus: 20%; and Potassium: 20%. Will not cause burning of foliage. Ref: Peters 20-20-20. 25 lb. bag.	5	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

	30120 001 063				
5.2.2	Fertilizer - for trees and shrubs; Analysis 4-6-4 to have 4% total nitrogen of which 1.55% is water insoluble nitrogen; available Phosphoric Acid 6%; and soluble potash of 4%. Potential acidity equiv. to 250 lbs. CaCO3 per ton. A dry applied granular non-burning product, to be packaged in 50 lb. bags. Ref: Espoma Comp. Holly tone fertilizer.	10	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30120 001 067				
5.2.3	Turfgrass Starter Fertilizer - used for establishing new turf areas. Nitrogen 19%; Phosphorus 26%; and Potassium 5%. A minimum of 75% of the nitrogen derived from urea and methylene ureas of which a minimum of 23% is from water in soluble methylene areas. The remaining nitrogen is derived from soluble urea and methylene ureas. A max. of 25% of the nitrogen and all of the phosphorus derived from ammoniated phosphate. Potassium and sulfur derived from potassium sulfate. Nitrogen availability index for the insoluble fraction 40-50%. A dry-applied granular, non-burning product. 50 lb. bag. Ref: Scotts #8417 Proturf Starter fertilizer.	145	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

			Unit of Measure	Unit Price	Total Amount
	30120 001 068				
5.2.4	Fertilizer and Herbicide - fertilizes while selectively controlling weeds before they sprout. A dry applied, granular, non-burning product composed of dense, homogeneous, dust-free granules. A physical blend of urea, ammoniated phosphate, and potassium chloride and sulfur coated urea. Fertilizer analysis 22-0-6. Nitrogen 22%; Phosphorus 0%; and Potassium 6%. 100% nitrogen derived from ammoniacal and urea nitrogen. Potash derived from potassium chloride. Rate 1/4 acre per bag.				

		Quantity	Measure	Price	Amount
	Ref: Scotts #83102 Turf Fertilizer Plus Preemergent Weed Control. Qty per bag: 50 lb.	150	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

	30120 001 071				
5.2.5	Fertilizer - that is controlled released composing of small granules of a water soluble nutrient which has been coated with or fine film of plastic resin. Nitrogen 14%; Phosphorus 14%, and Potassium 14%. Fertilizer will last 4-6 months. Will not cause burning of foliage. This mixture is good for low soil or soil-less mixes. Ref: Osmocote 14-14-14 50 lb. bag.	15	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30120 001 074				
5.2.6	Turfgrass Fertilizer - high nutrient analysis that formulated to give both an immediate and sustained response. Nitrogen 24%; Phosphorus 4%; and Potassium 12%. 100% of nitrogen is derived from ammonium phosphates, urea, and isobutylidene deurea, with a minimum of 45% from water insoluble isobutylidene deurea. Available phosphoric acid is derived from ammonium phosphates. Soluble potash is derived from sulfate of potash and sulfate of potash-magnesia. Iron is derived from ferrous sulfate. All of the nitrogen is available to turf grass within one (1) growing season. 50 lb. bag. Ref.: Par EX 24-4-12.	425	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.2.7	**30120 001 076** Fertilizer-mulch in pellet form that is biodegradable and can be spread by hand or with a spreader having a fertilizer ratio of 1-3-1, derived from Ammonium Nitrate-Urea solution, Ammonium Polyphosphate, and Murate of Potash. Rate is 6 pounds per 100 square feet. Ref.: Penn Mulch in 50 pound bags.	5	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.2.8	**30120 001 077** Fertilizer, Espoma Plant tone 5-3-3; 25# BAG	10	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.2.9	**30120 001 078** Fertilizer, Pelletized; Dolomitic Limestone 50# BAG	20	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.2.10	**30120 001 079** Fertilizer, All-purpose, 10-10-10 50# BAG	20	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

SUBTOTAL $_____
(UNIT PRICE X QUANTITY FOR ITEMS 5.2.1 THROUGH 5.2.10)

5.3 HERBICIDES AND RETARDANTS:

5.3.1	**30110 000 001** Melt-A-Way (Ref. #50) coated potassium crystals that melt snow and ice fast at low temperatures. Safe around humans, pets, shrubs and lawns, does not track. Safe to the environment. 50 lb. bags. Ref: Zero Ice.	155	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30110 000 003				
5.3.3	Herbicide - Water soluble, non-selective control of many annual and perennial weeds. Active Ingredient: Isopropylamie salt of glyphosphate 41%; Inert ingredients: 59% including surfactant. Ref: Roundup Pro (Monsanto) 2-1/2 gallon, two (2) containers per case.	80	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

	30110 000 004 00				
5.3.4	Herbicide - A selective pre-emergent surface-applied herbicide for the control of annual grasses and broadleaf weeds. Soil life of 6 to 8 months. Active Ingredients: Oxyzaline (3.5 Dimitro N 4, N4 - dipropyl sulfanilamide) 40.4%. Contains 1 lb. of active ingredient per quart. Ref: Surflan: 2.5 gallon containers.	38	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30110 000 004 00				
5.3.4	Herbicide - A selective pre-emergent surface-applied herbicide for the control of annual grasses and broadleaf weeds. Soil life of 6 to 8 months. Active Ingredients: Oxyzaline (3.5 Dimitro N 4, N4 - dipropyl sulfanilamide) 40.4%. Contains 1 lb. of active ingredient per quart. Ref: Surflan: 2.5 gallon containers.	38	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30110 000 004 00				
5.3.4	Herbicide - A selective pre-emergent surface-applied herbicide for the control of annual grasses and broadleaf weeds. Soil life of 6 to 8 months. Active Ingredients: Oxyzaline (3.5 Dimitro N 4, N4 - dipropyl sulfanilamide) 40.4%. Contains 1 lb. of active ingredient per quart. Ref: Surflan: 2.5 gallon containers.	38	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

	30110 000 005				
5.3.5	A granular herbicide for use on and around ornamental trees, shrubs and flowers. Active Ingredients: Triflureluca AAA, trifluro 2.6 - Divitro N,N - dipro Pyl - P toluidine 5%. Inert Ingredients: 95%. Ref: Lesco Treflan 5G. Quantity per bag: 40 lb.	47	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30110 000 006				
5.3.6	Granular pre-emergent herbicide for control of annual bluegrass, crabgrass and other unwanted weeds. Must not injure established bluegrasses. Granular 2.5 formulation rate of application to be 80 lbs per acre. Ref: Lesco Benefin. 40 lb. bag.	30	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

	30110 000 007				
5.3.7	Herbicide for the control of broadleaf weeds, bull thistle, chicory, dandelion, knotweed, pigweed, ragweed, etc. Active Ingredients: Dimethylamine Salt of 24 - Dichiorophenoxyacetic acid 46.4%. Inert ingredients: 53.6%. Rate 2 to 3 pints in 10 gallons of water per acre. Ref: Amine 2,4-D. 2 1/2 gallon (plastic container).	34	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.3.8	**30110 000 009** Herbicide - a granular selective pre-emergency herbicide for control of most annual grasses and certain broadleaf weeds. Active Ingredients: N-Butyl - N - ethyl +++ - trifluroro - 2 - 6 - dintro- p -toluedine 1.0%; oryzaline. 3.5 - dinitro -N4, N4 - dipropylsulfanilamide 1. 0%. Inert Ingredient 98% rate. See back of bag. Ref: Elanco XL2G. 50 lb. bag.	8	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.3.9	**30110 000 010** Selective pre-emergent herbicide for control of many annual grasses and broadleaf weeds in turf and woody ornamental shrubs. Controls weeds by killing the young weed seedlings as they come in contact with the herbicide during germination. Ref: Ronstar G. Bag Size: 50 lb. Bag	15	BG	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30110 000 011				
5.3.10	Herbicide- to be a water soluble liquid, mixes readily with water and noionic surfactant. To be applied as a foliar spray for control or destruction of many herbaceus and woody plants. Spray mixture is foliar absorbed and moves throughout the target plant into the root system. It can be sprayed along waterway and on wetland areas. Active Ingredient: Isopropylamine salt of glyphosate 53.8%. Inert Ingredients: 46.2%. Ref: Rodeo Aquatic Herbicide 2.5 gallon container.	24	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30110 000 014				
5.3.11	Herbicide - a low volatile brush and weed herbicide for the control of most kinds of unwanted trees and brush, as well as annual and perennial broadleaf weeds on rangeland, permanent grass pasture, fence rows, non-irrigation ditchbanks, roadsides, and other areas. Active Ingredients: 2,4 -Dichlorophenoxyacetic Acid, Butoxyethyl Ester 34.4, Triclopyr (3,5,6 - trichloro -2 - pyridinyloxyacetic acid), Butoxyethyl Ester 16.5%. Inert Ingredients: 49.1%. Rate 4 quarts per acre or 1.5% solution. Ref: Crossbow, 5 gallon container.	30	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	30110 000 015				
5.3.12	A post-emergent herbicide - is a selective herbicide for control of yellow nutsedge in established turf. Active ingredients: Sodium salt of bentazon*. Inert ingredients: 58%. *Equivalent to 4 lbs. per gallon. Bentazon (3 - (methylethyl) H -2,1,3 - benzothiadiazin - 4 - (3H) - one, 2,2 - dioxide). Do not apply more than 6 pints per acre. Apply 2 pints per 40 gallons of water. Ref: Lescogran. 1 gallon.	1	GA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.3.13	**30110 000 022** A selective post-emergence herbicide to control Dandelion, Chickweed, Clover, Knotweed, Plantains, Henbit, Spurge, and many other species of broadleaf weeds. Rate is 3 ¼ to 4 pints of herbicide in 20 to 260 gallons of water per acre. Active Ingredients: Dimethylamine salt of 2,4- Dichlorophenoxacetic acid 30.56%. Dimethylamine salt 2-(2-methyl-4-chlorophenoxy) propionic acid 16.34%. Dimeethylamine salt of Dicamba 3,6-dichloro o anisic acid 2.77%. Inert Ingredients: 50.33%. Reference: Lesco Three-way in 2.5 gallon containers; two (2) containers per case.	15	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.3.14	**30110 000 024** A selective turf herbicide for post-emergence control of purple and yellow nutsedge in established lawns and ornamental turf-grass. This product is harmless to nearby established ornamentals, trees, and shrubs when used as directed. Rate is 2/3 to 1 1/13 ounce (by weight) per acre. Active Ingredient: Methyl 5 {[4,6-dimethoxyl-2-pyrimidinyl) amino] carbonylaminosulfonyl}-3-chloro-1-methyl-1-H-pyrazole-4-carboxylate 75.0%. Inert Ingredients: 25.0%. Ref.: Monsanto Manage Turf Herbicide packaged in 6-1.3 ounce containers per case.	2	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.3.15	**30110 000 025** A non selective herbicide for control of many annual and perennial broadleaf and grassy weeds to non-crop areas such as fence rows, storage areas, or utility plant sites. Also can be used for control of undesirable weeds under paved surfaces. Rate is .15 to 19 pounds of product per acre in no more than 100 gallons of water per acre. Active Ingredients: Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol 2-yl]-3-pyridinecarboxylic acide) 7.78%. Diuron (3-[3,4-dichlorophenyl] -1, 1-dimethylurea) 62.22%. Inert Ingredients: 30.00%. Reference: Sahara DG Herbicide in 2 gallon containers.	20	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.3.16	**30110 000 027** Herbicide; for Turf control of nutsedge and other weeds in turf-grass and landscaped areas. For reference: Sedgehammer Turf Herbicide 10 X 1.33 oz. Case	20	CA	$_____	$_____

SUBTOTAL $_____
(UNIT PRICE X QUANTITY FOR ITEMS 5.3.1 THROUGH 5.3.16)

		Quantity	Unit of Measure	Unit Price	Total Amount
5.4	**INSECTICIDES**				
5.4.1	**31851 000 001** Insecticide for Ornamental plants and trees. Control of chinch bugs, certain white grubs, hyperodes, weevils and bagworms. Active Ingredients: Chlorpyrifos (0, 0-diethyl 0-(3-5, 6-trichloro-2-pyridyl) phosphorothioate 23.5%. Aromatic petroleum derivative solvent: 53.7%. Inert Ingredients: 76.5%. Apply 1/2 gallon per acre. Ref: Dursban Pro: 25EC, 2 gallon container.	1	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.2	**31851 000 004** Insecticide for turf for control of ants, chinch bugs, earwigs, fleas, leafhoppers, sod webworm and millipeds Active Ingredients: Carbaryl (1 - naphthyl N -methylcarbamate) 426%. Inert Ingredients: 57.4%. Rate 1/4 pint in 15 to 20 gallon water for each 500 square foot of established lawn area. Ref: Sevin. 2 1/2 gallon container.	1	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	31851 000 009				
5.4.3	A dormant and delayed dormant spray for shade and fruit trees and ornamentals. Active Ingredients: * Ethion 20%; Petroleum Oil (Superior type oil): 96.35%. Inert ingredients 1.65% * 0,0,0 Tetraethyl, 5,5 methylene bisphosphororodithioate. Rate: 2 gallon per 100 gallon of water. Ref: Oil Spray. 5 gallon container.	1	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

	31851 000 012				
5.4.4	Insecticide, instant wasp killer. Active ingredients: Tricholomonofluoro-methane 20%; Petroleum Distillate 13.75%, Methylene Chloride 11%, Pine Oil Z8%, Rotenone 12%, other related cube resins 28%, Pyrethins I and 11.05%, inert ingredients: 32%. 14 oz. aerosol can. 12 cans per case. Reference: Whitmire #PT515 Wasp Freeze.	130	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
	31851 000 016				
5.4.5	Insecticide for use to control soil inhabiting pests of turf-grass, such as japanese beetles, black turfgrass ataenius, northern masked chafer, oriental beetle, Phyllophaga species, billbugs, and annual bluegrass weevil. Also controls adelgids, aphids, elm leaf beetle, lacebugs, leafhoppers, leafminers, mealyburgs, sawfly larvae, whiteflies on ornamentals in land-scapes and interior plantscapes. Rate is 6.4 ounches per acre for turfgrass applications, and 1.6 ounces per 300 gallons of water for ornamental applications. Active Ingredient: Imidacloprid, 1-[(6-Chloro-3-pyridinyl) metyl]-N-nitro-2-imidazolidinimine 75.0%. Inert Ingredient: 25.0%. Reference: Merit 75 WSP Insecticide in 16 -1.6 ounce packets per case.	5	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.4.6	**31851 000 033** Insecticide for ornamental plants, trees, Flowers, and outdoor plants. Controls adelgids, psyllids, scales, spider mites, tent caterpillars, balsam woolly aphids, spruce woolly aphids, conifer and pine needle scales and others. Active Ingredients: Potassium salts of fatty acids 49%; Inert Ingredients; 51%. Reference; M-Pede 2.5 gallon containers.	3	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.7	**31851 000 034** Insecticide, Pro-control total release fogger. For Reference Only: #196705; .535% PYRETHRIN; 6 OZ CAN/ 12 PER CASE:	25	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.8	**31851 000 035** Insecticide, Flying insect killer; For reference only: Victor poison free #198184 17.5 oz can; 6 cans/case	25	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.4.9	**31851 000 036** Insecticide, Peanut Butter flavor glueboards Catchmaster 72MB REG 5#; #103110; 72/box	100	BX	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.10	**31851 000 037** Insecticide; For systemic insect control on ornamental plants in greenhouse nurseries and interior plantscapes. For reference: Marathon 1% G (granular) 5 pound container	25	EA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.11	**31851 000 038** Insecticide; For indoor and outdoor use on ornamental and horticultural crops, insect growth regulator; Reference only: Azatin XL Active ingredient: Azadirachtin 1 quart containers	12	QT	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.4.12	**31851 000 039** Insecticide; For use on ornamental and flowering plants grown outdoors and in greenhouses, shade house and lath houses. For reference: Tristar 70 WSP Active ingredient: Acetamiprid Per packet price	48	PH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.13	**31851 000 040** Insecticide; For foliar and systemic control of insect pests on ornamental plants grown in greenhouses, containers, field nurseries (including non-bearing fruit and nut trees) and on Christmas trees; 8 oz containers For reference: Flagship 25 WG Active ingredient: Thiamethoxam	16	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.4.14	**31851 000 041** Insecticide; for indoor/outdoor use on ornamental flowering plants, trees, shrubs, foliage grown in nurseries, ornamental flowering plants, greenhouses, and landscapes. Controls fungal diseases including black spot mildew, rusts, and scab. Kills mites and insects including whiteflies, aphids, and scales for foliar control of fungal disease and insect pests. For reference: Triact 70 Active ingredient: Clarified hydrophobic extract of neem oil 2.5 gal. Containers	12	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.15	**31851 000 042** Insecticide; A flow-able (suspension concentrate) formulation that is intended for control of mites and whiteflies on ornamental plants, flowers and foliage plants in greenhouses, field and container nurseries. For reference: Judo Active ingredient: Spiromesifen 8 oz. Containers	12	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.4.16	**31851 000 043** Insecticide; For broad spectrum control of aphids, whiteflies and mealy bugs infesting ornamental. For reference: Celero 16W Active ingredient: Clothianidin 15 oz. containers	16	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.17	**31851 000 044** Insecticide; For control of sucking pest in greenhouses. For use on herbaceous and woody ornamental plants, annuals, and perennials. For reference: Aria Active ingredient: Flonicamid 0.7 oz packets	100	PH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.18	**31851 000 045** Insecticide; For foliar and systemic insect control in ornamental plants. For reference: Safari 20 SG Active ingredient: Dinotefuran 1 gallon containers	15	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.4.19	**31851 000 046** Insecticide: For use on greenhouse ornamental, floral and foliage crops, indoor ornamental plantings and plantscapes.. For reference: Akari 5SC Active ingredient: Tert-butyl 1 gallon containers	15	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.4.20	**31851 000 047** Insecticide; A miticide for the control of two-spotted spider mite and spruce spider mite on ornamentals and ornamental nursery plants. For use on commercial greenhouse, shadehouse, ornamental, floral and ornamental nursery crops. For reference: Shuttle 15 SC Active ingredient: Acequinocyl 32 oz containers	15	CH	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

SUBTOTAL $_____
(UNIT PRICE X QUANTITY FOR ITEMS 5.4.1 THROUGH 5.4.20)

		Quantity	Unit of Measure	Unit Price	Total Amount
5.5	**TRAPS**				
5.5.1	**31851 003 027** Roach Glue Trap, cardboard, 4" x 5,', pre-baited with attractant, covered with release paper. 72 per case. Ref: Trapper Roach Trap.	10	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

5.5.2	**31851 003 028** Rat Glue Trap, pre-baited with attractant, covered with release paper. 24 per case. Ref: Victor Hold Fast # M319.	295	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

SUBTOTAL $_____
(UNIT PRICE X QUANTITY FOR ITEMS 5.5.1 THROUGH 5.5.2)

		Quantity	Unit of Measure	Unit Price	Total Amount
5.6	**RODENTICIDES:**				
5.6.1	**31851 004 029** Rodenticide, Active, Ingredient -Bromethalin - 0.01%, 1/2 ounce bait packs; 96 packs per pail, four (4) pails per case. Reference: Vengence Rodenticide.	125	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

SUBTOTAL $_____
(UNIT PRICE X QUANTITY FOR ITEM 5.6.1)

5.7 MISCELLANEOUS

5.7.1	**31851 000 914** Repellant, Personal Insect; shall effectively repel mosquitoes, chiggers, fleas, ticks, biting flies, etc. Bug Barrier II: 23.75% For reference: Deet 6 oz./12 per case	20	CA	$_____	$_____

STATE MANUFACTURER/BRAND/MODEL OFFERED: _____

SUBTOTAL $_____
(UNIT PRICE X QUANTITY FOR ITEM 5.71)

GRAND TOTAL $_____
(TOTAL OF ALL SUBTOTAL CATEGORIES 5.1 - 5.7)

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)**

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

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.

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

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 ½" x 12 ½" or larger** for each Bid requested.

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

Mail Request To:

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

Do Not Send Cash

Internal Use Only:	
Date Request Received:	Check Type:
Date Bid Result(s) Mailed:	Check Number:
Initials:	Check Amount $

Revised 10/01

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

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.# _____

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

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,

Vincent J. Jannetti
Acting Director of Finance