



Turf Management – Water Department

S7Z62800

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **Various Departments**

Pre-Bid Meeting Date: December 7, 2016
Bid Opening Date: December 28, 2016
Bid Opening Time: 10:30 AM Philadelphia Local Time
Location for Bid Opening: MUNICIPAL SERVICES BUILDING - ROOM 170A
1401 JFK BOULEVARD, PHILADELPHIA PA 19102
Buyer: S. Brown
Spec. Writer: K. Owens

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

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED. BIDDER MUST COMPLETE THE INFORMATION BELOW:

Office of Economic Opportunity (OEO) Anti-Discrimination Policy Executive Order 03-12 – Bidder Requirements

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

This Invitation and Bid is issued under the Anti-Discrimination Policy described in the Mayor’s Executive Order, policy and guidelines as attached. Specific instructions must be adhered to and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder. Any and all questions about Executive Order 03-12 and bidder compliance should be directed to the Office of Economic Opportunity (OEO) office at (215) 683-2071.

BID QUESTIONS

All questions concerning this Invitation and Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Unit by emailing Bid.Info@phila.gov or by calling (215) 686-4720 with questions.

PARTICIPATION RANGES:

M-BE: 10% to 15%
AND/OR
W-BE: 10% to 15%
DS-BE: 0% to 0%

FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.

Bid Security Fee Yes No Method (if paid with bid) _____ Check or M/O # _____
Bid Processing Fee Yes No Method _____ Check or M/O # _____

Trevor Day
Acting Procurement Commissioner

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 2 71
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Turf Management – Water Department

SCHEDULE NO: 801-02

1.2 CONTRACT TERM: Date of Award through One Year (“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.

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

1.3 CONTRACT TYPE: REQUIREMENTS

1.3.1 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.

1.3.2 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 3 71
		FIRM NAME (Must be filled in)	

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.

1.4 **METHODOLOGY OF ACQUISITION: PURCHASE** only.

1.5 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for Turf Management for the various Philadelphia Water Department Facilities as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program. The program covers the time period from **July 1, 2016 – June 30, 2017**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**\$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order.

The fee should be submitted, under separate cover, to the attention of "**FY17 Annual Bid Security Program**" at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**\$100.00**) made payable to "The City of Philadelphia".

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 4 71
		FIRM NAME (Must be filled in)	

Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the “Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract”.

1.7 BID INFORMATION:

- 1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.8 BID SUBMISSION:

- 1.8.1 All bids submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the bidder’s responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.8.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.
- 1.8.3 Bidders must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- 1.8.4 It is the bidder’s responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 5 71
		FIRM NAME (Must be filled in)	

- 1.8.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier’s envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.8.6 Bidder’s bid should be complete and include ALL information required as described in the various sections of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.7 **BID PROCESSING FEE:**
All bidders **MUST** submit with their bid a non-refundable company check, certified check, cashier’s check, treasurer’s check, bank money order, or United States postal money order to the order of the “The City of Philadelphia” in the amount of twenty-five dollars (\$25.00) to cover the bid processing fee in accordance with Paragraph 3 of the “SS&E Terms and Conditions of Bidding and Contract”. Failure to submit the bid processing fee may result in disqualification from bidding.
- 1.8.8 When a Minority Owned Business Enterprise, Woman Owned Business Enterprise, or Disabled Owned Business Enterprise ranges are required by an Invitation and Bid, bidders are reminded that the submission of a blank “Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form” will result in the bidder being deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 03-12”.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 6 71
		FIRM NAME (Must be filled in)	

1.8.9

LOCAL BIDDING PREFERENCE

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference¹. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity (“LBE”) at the time of the bid opening.

IS YOUR COMPANY LBE CERTIFIED PLEASE CHECK YES OR NO.

YES **NO**

Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

“Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)² will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry.”

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder’s LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

¹ For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

² If the Bidder relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)’ LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 7 71
	FIRM NAME (Must be filled in)		

1.8.10 **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 _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 8 71
		FIRM NAME (Must be filled in)	

1.8.11 **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 prior to the bid opening by emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer **Questions, whether phoned or faxed, should be received no later than Three (3) business days after the scheduled Non-Mandatory Pre-Bid Meeting referenced in paragraph 1.12 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

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 Invitation and Bid and in accordance with the specifications and requirements listed in this Invitation and Bid.

1.9 **BIDDER QUALIFICATION:**

1.9.1 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 9 71
	FIRM NAME (Must be filled in)		

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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 10 71
		FIRM NAME (Must be filled in)	

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

1.10 **EQUIPMENT/CREW REQUIREMENTS:**

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

Equipment

- Two (2) tractor mounted 80" mowing attachment OR one (1) 16' wing mower.
- Two (2) 72" riding mowers.
- Two (2) 21" trim mowers.
- Two (2) string trimmers.
- Two (2) gas powered hedge clippers
- Two (2) pairs of loping shears

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

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

Leasing Equipment:

If a vendor intends to lease the equipment listed above, to be used during the initial contract period and any renewal periods thereafter, they shall submit with their bid submission a letter from the Leasing Company (on Company letterhead) with whom they intend to lease the referenced equipment from, guaranteeing that if the said vendor (List Vendor Name) who is submitting this Invitation and Bid (**S7Z62800**) is awarded the contract or any part thereof, the required equipment, as listed above will be available to the vendor for the initial contract period and any renewal periods thereafter.

CREW

- One (1) labor foreman
- Three (3) laborers

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 11 71
		FIRM NAME (Must be filled in)	

All areas must be trimmed within 24 hours of mowing. All trash and debris must be removed the same day it is gathered. Trash bags are not permitted to remain overnight.

Note to Bidder: Foreman must be experienced and/or trained in the technical aspects of turf maintenance, turf diseases and insects and herbicidal use and application. A resume of the employee who will supervise the work crew is to be submitted with the bid.

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

1.11 **SITE INSPECTION - MANDATORY:**

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

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

Vendors are encouraged to review, in advance, the Dates and Times listed for all Mandatory Site-Visits for which they intend to submit a bid. Failure to attend a Mandatory Site-Visit on the Date and Time as listed in both Section 2, Specifications, and on the Certification Sheet shall disqualify vendor from award of that portion of their bid submission.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 12 71
		FIRM NAME (Must be filled in)	

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

<u>SECTION (S)</u>	<u>CONTACT</u>	<u>TELEPHONE NO.</u>
2.2.1 through 2.2.14	Michael McMahon	685-2104
2.2.15 through 2.2.16	Anthony Addresso	685-8046
2.2.17	Kevin Hower	685-2567
2.2.18	Mike Hengstler	685-2004
2.2.19	Frank Gaffney	685-9610
2.2.20	Eduardo Borges	685-4052
2.2.21	Brain Serbin	685-1411
2.2.22	Michael Burns	685-1305
2.2.23	Matthew Moses	685-1734
2.2.24	Eduardo Borges	685-4052

1.12 NON-MANDATORY PRE-BID MEETING:

1.12.1 A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Wednesday, December 7, 2016** at 12:00 P.M. in Room 170A, Bid Room, Municipal Services Building, 1401 J.F.K. Boulevard, Philadelphia, PA. 19102

The purpose of this meeting is to respond to questions and suggestions from prospective bidders. Bidders are encouraged to submit questions in writing at the time of the Pre-Bid Meeting. Oral responses at the Pre-Bid Meeting and other oral communications concerning this solicitation shall not be binding upon the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 13 71
		FIRM NAME (Must be filled in)	

The City will issue written responses, in the form of a written Addendum, to questions that materially impact upon the bid documents.

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

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

SECTION 2: SPECIFICATIONS:

2.1 TURF MANAGEMENT TASK DESCRIPTIONS

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 14 71
		FIRM NAME (Must be filled in)	

- 2.1.3 Contractor shall supply all equipment and materials necessary to complete assigned work.
- 2.1.4 All work will be performed with consideration of safety to City personnel and the general public. All precautions necessary to insure public safety will be the responsibility of the contractor.
- 2.1.5 Commercial trucks and vehicles operating on Water Department property within Fairmount Park, and without required permits risk police intervention. Contractor will be responsible for application and obtaining all permits necessary as required by law. These permits can be acquired at Fairmount Park's Memorial Hall at no additional cost. All commercial trucks and vehicles must have a permit.

2.2 **WATER DEPARTMENT LOCATIONS:**

The maps for Items 2.2.1 through 2.2.24 in this Invitation and Bid are for reference only. A hard copy of maps for Items 2.2.1 through 2.2.24 are available by calling the Procurement Department Customer Service Unit at (215) 686-4755.

2.2.1 **UPPER ROXBOROUGH CATHEDRAL ROAD GRASS STRIP OUTSIDE FENCE LINE**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 9:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of Work to be performed:

- A. Defined as the grass strip outside the fence line to the edge of the curb. The area starts at Cathedral Road and Belfry Drive where the guardrail meets the facility fence line and runs eastward approximately 750' passing Steeple Drive and Cathedral Circle, and ending where the perimeter fencing turns at a right angle towards the south. The total approximate area to be mowed/cut is 7,500 square feet.
- B. In order to keep the vegetation off the fence line until such a time that the fence is scheduled for clearing, the vendor may apply a selective herbicide (Round Up is preferred) during the mowing(s) or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 15 71
		FIRM NAME (Must be filled in)	

- C. Grass clippings must not be left in the street. The vendor shall be responsible for sweeping or blowing the clippings into a pile for removal or onto the grass strip to decompose.
- D. Cut approximately (8) times between April through November, or as directed by the Contract Administrator.

2.2.2

UPPER ROXBOROUGH HARNER STREET GRASS STRIP OUTSIDE OF FENCE LINE

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 9:45 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

- A. Defined as the grass strip outside the fence line to the edge of the curb. The area starts at the facility vehicle gates at Sunset Avenue and Harner Street and runs southward approximately 650' ending just past Ivins Road where the perimeter fencing turns at a right angle towards the playground. The total approximate area to be mowed/cut is 6,500 square feet.
- B. The vendor should weed whack the right side vehicle gate for a space of at least (5) five feet in order to maintain movement of the gates without interference from vegetative overgrowth. In order to keep the vegetation off the fence line until such a time that the fence is scheduled for clearing, the vendor may apply a selective herbicide (Round Up is preferred) during the mowing(s) or as directed by the Contract Administrator.
- C. Grass clippings must not be left in the street. The vendor shall be responsible for sweeping or blowing the clippings into a pile for removal or onto the grass strip to decompose.
- D. Cut approximately eight (8) times between April through November or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 16 71
		FIRM NAME (Must be filled in)	

2.2.3 **UPPER ROXBOROUGH HAGY'S MILL ROAD OUTSIDE OF FENCE LINE**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 10:00 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

- A. Mowing or weed whacking the area outside the fence line along Hagy's Mill Road, from the corner of Port Royal Avenue, to the ball field gate. This is an irregularly shaped area from the outside of the fence line to the street (approximately .5 acre). This area shall be weed whacked or mowed eight (8) times from April to November or as directed by the Contract Administrator.
- B. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped on the site discovered during the clearing, tires, bottles, cans or any other undesirable materials of whatever nature.

2.2.4 **UPPER ROXBOROUGH HAGY'S MILL ROAD INSIDE OF FENCE LINE**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 10:15 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

- A. Mowing or weed whacking the area inside the fence line along Hagy's Mill Road, from the corner of Port Royal Avenue, back to the ball field gate. This area extends from the inside paved area to the fence line. The area varies from between 20' to 40' in some areas, and is in fact, a sloped area in some portions. All vegetation must be cut within 3" of grade level. Cut approximately eight (8) times between April and November or as directed by the Contract Administrator.
- B. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped on the site discovered during the clearing; tires, bottles, cans or any other undesirable materials of whatever nature.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 17 71
		FIRM NAME (Must be filled in)	

- C. Mowing of grass area inside of Tank Pen shall be completed four (4) times from April to November or as directed by the Contract Administrator.

2.2.5 **UPPER BOXBOROUGH HARNER STREET INSIDE OF FENCE LINE**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 10:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

- A. This is an irregularly shaped area that is sloped for the most part. The area runs from the vehicle gates at Sunset and Harner Streets back towards Port Royal Avenue. The vendor is expected to keep an area at least 8' wide trimmed of all undesirable vegetation inside the fence line where the area is flat, and to keep the sloped portion trimmed within 3-4" of grade. Trees farther back than 8' which overhang the fence line shall be pruned of all branches overhanging the fence. In addition, an area to the right of the vehicle gates where there is a PECO pole and metering box should also be cleared at the same time.
- B. Approximately eight (8) cuts per year should be made in this area or as directed by the Contract Administrator.
- C. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped on the site discovered during the clearing; tires, bottles, cans or any other undesirable materials of whatever nature.

2.2.6 **UPPER ROXBOROUGH STORAGE RESERVOIR
(PORT ROYAL AVE BETWEEN HARNER ST. AND HAGY'S MILL ROAD)**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 10:45 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 18 71
		FIRM NAME (Must be filled in)	

General Description of work to be performed:

The large L shaped storage water basin is **7.6 acres** of flat field with sloped edges. There are no manhole or obstruction on this field. This area should be cut under the PWD Meadow Project schedule, Once in May, once in June and/or as directed by the Contract Administrator [not to exceed four (4) cuts per year.

THE VENDOR SHOULD BE AWARE OF WEIGHT RESTRICTIONS OVER THIS STRUCTURE WHICH IS A ROOFED UNDERGROUND CHAMBER, WITH A RECOMMENDED WEIGHT RESTRICTION OF 200 POUNDS PER SQUARE FOOT. BEFORE ANY EQUIPMENT IS USED, WRITTEN DOCUMENTATION MUST BE SUPPLIED BY THE VENDOR IN REGARDS TO THE LOADING OR WEIGHT CAPACITY OF SUCH EQUIPMENT EXPRESSED IN POUNDS PER SQUARE FOOT AT THE WHEELS, TRACKS OR TREADS OF SUCH EQUIPMENT.

2.2.7

**UPPER ROXBOROUGH CLEARWELL
(PORT ROYAL AVE BETWEEN HARNER ST. AND HAGY'S MILL ROAD)**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 11:00 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

This smaller field known as the **Upper Roxorough Clearwell** is a flat square shape area about **1.9 acres** with one slope on the court yard side. . This area should be cut under the PWD Meadow Project schedule, Once in May, once in June and/or as directed by the Contract Administrator [not to exceed four (4) cuts per year.

THE VENDOR SHOULD BE AWARE OF WEIGHT RESTRICTIONS OVER THIS STRUCTURE WHICH IS A ROOFED UNDERGROUND CHAMBER, WITH A RECOMMENDED WEIGHT RESTRICTION OF 200 POUNDS PER SQUARE FOOT. BEFORE ANY EQUIPMENT IS USED, WRITTEN DOCUMENTATION MUST BE SUPPLIED BY THE VENDOR IN REGARDS TO THE LOADING OR WEIGHT CAPACITY OF SUCH EQUIPMENT EXPRESSED IN POUNDS PER SQUARE FOOT AT THE WHEELS, TRACKS OR TREADS OF SUCH EQUIPMENT.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 19 71
		FIRM NAME (Must be filled in)	

2.2.8 **UPPER ROXBOROUGH FENCE LINES - ITEMS 2.2.1 THROUGH 2.2.7:**

General Description of work to be performed:

For Items 2.2.1 through 2.2.7 (with exception of the Clear Well - see attached Maps) the fence lines can be sprayed with Round Up or Round Up Pro for a space of one (1) foot on either side of the fence to keep the fence clear of vegetation. These areas should be sprayed three (3) times per year or as directed by the Contract Administrator.

2.2.9 **LOWER ROXBOROUGH ABANDONED SAND FILTERS**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 11:15 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

Defined as the fenced in area between Fowler Street and Silverwood Street along Dearnley Street. Be advised that this is an irregularly shaped area roughly approximating a rectangle. The area is not level. The vendor shall take **extreme** care in this area due to the **possibilities of open manhole covers**. The vendor may also find manhole covers that have previously been covered with concrete to prevent vandalism. **The vendor shall be responsible for immediately reporting to the Contract Administrator any open manholes, or manholes where there has been an appearance of tampering, or an attempt to dislodge the concrete.** This area should be cut under the PWD Meadow Project schedule, Once in May, once in June and/or as directed by the Contract Administrator [not to exceed four (4) cuts per year.

THE VENDOR SHOULD BE AWARE OF WEIGHT RESTRICTIONS OVER THIS STRUCTURE WHICH IS A ROOFED UNDERGROUND CHAMBER, WITH A RECOMMENDED WEIGHT RESTRICTION OF 200 POUNDS PER SQUARE FOOT. BEFORE ANY EQUIPMENT IS USED, WRITTEN DOCUMENTATION MUST BE SUPPLIED BY THE VENDOR IN REGARDS TO THE LOADING OR WEIGHT CAPACITY OF SUCH EQUIPMENT EXPRESSED IN POUNDS PER SQUARE FOOT AT THE WHEELS, TRACKS OR TREADS OF SUCH EQUIPMENT.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 20 71
		FIRM NAME (Must be filled in)	

2.2.9.1 **Abandoned Sand Filter Fence Line:**

This fence line can be sprayed with Round Up or Round Up Pro for a space of one (1) foot on either side of the fence to keep the fence clear of vegetation. This area should be sprayed three (3) times per year or as directed by the Contract Administrator.

2.2.10 **QUEEN LANE WATER TREATMENT PLANT FOX STREET AND QUEEN LANE:**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 8:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

2.2.10.1 **Queen Lane Water Treatment Plant – Expressway Slope:**

Approximately Seven (7) Acres total, on a 60-degree angle, about 2.5 of the acres are mowable while the remaining acres must be weed whacked. This area will be cut up to eight (8) times between April and November or as directed by the Contract Administrator.

2.2.10.2 **Queen Lane Water Treatment Plant – Henry Avenue Slope:**

Approximately 1.40 acres total, from the stone stairwell on the north side to the chain link fence on the south side. Slope dimensions are 760 Ft. x 80 Ft. This area will be cut up to six (6) times between April and June and four (4) times between July and October or as directed by the Contract Administrator.

2.2.10.3 **Henry Avenue from Queen Lane to Bowman Street**

Approximately 68,641 Sq. Ft. or 1.57 acres total, on Henry Ave from Queen Lane to Bowman Street. The area is a tree covered slope. This area will be cut one time per month between April and October or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 21 71
		FIRM NAME (Must be filled in)	

2.2.10.4 **Henry Avenue Sidewalk**

Approximately 1,930 linear feet, two grass strips between walkway and curb line on Henry Ave from Queen Lane to Abbottsford Avenue, four (4) City blocks long. This area will be cut up to two times per month between April and October or as directed by the Contract Administrator.

2.2.10.5 **Queen Lane Water Treatment Plant – Fox Street Slope:**

Approximately 1.16 acres total, from the concrete stairwell on the north side to the chain link fence on the south side. Slope dimensions are 630 Ft. x 80 Ft. This area will be cut up to six (6) times between April and June and four (4) times between July and October or as directed by the Contract Administrator.

2.2.11 **EAST PARK RESERVOIR**

A Mandatory Site Inspection will be held on Tuesday, November 29, 2016 at 11:45 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

2.2.11.1 **33rd Street and Montgomery Avenue:**

Approximately Thirteen (13) Acres total, flat lawn areas, the perimeter of the fenced area around the reservoir from the fence to the pavement and from the pavement to the street is to be cut approximately two times per month, or a total of sixteen (16) cuts between April through November.

2.2.11.2 **East Park Reservoir Slopes (NE Basin)**

A. Approximately Ten (10) Acres total, mostly Crown Vetch, weed whacking only. This area will be cut up to eight (8) times between April and November or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 22 71
		FIRM NAME (Must be filled in)	

- B. **If in the event the City should discontinue the requirement of weed whacking the East Park Reservoir Slopes (NE Basin) during the life of the contract and authorizes the vendor to use slope mower equipment on the East Park Reservoir Slopes (NE Basin), the vendor shall also submit a Unit price per each cutting in Section 5, "Pricing".**

2.2.11.3 **East Park Reservoir NE Basin Fence Line:**

- A. Upper and lower fence lines along 33rd Street and the south side of Diamond Street: to be cleared of vegetation once during the cutting season for a space at least three feet (3') wide on both sides of the fence.
- B. Any preexisting damage to the fence line, either in the uprights, cross members, gates, bracing or fabric found by the contractor must be reported immediately to the contract administrator.
- C. Damage caused to the fence line by the contractor should be immediately reported to the contract administrator. The contractor should take steps to temporarily barricade the affected area to prevent unauthorized entry, and have the damaged area repaired within twenty-four (24) hours. The damaged area must be repaired to the contract administrator's satisfaction.

The contractor may use Round Up or Round Up Pro on all lower fence lines. [THIS LOCATION ONLY]

- D. Volunteer growth entwined in fence fabric to be cut away completely and disposed of by contractor. Stumps and/or branches growing through the fence must be cut from both sides of the fence as close as possible without causing damage to the fence.
- E. Approximate length of fencing on Diamond Street and 33rd Street is 2,640 feet, for the upper fence line and 3,168 feet, for the lower fence line. It will be the contractor's responsibility to verify the linear footage prior to commencing any work.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 23 71
		FIRM NAME (Must be filled in)	

- F. Should the contractor, in the course of his/her work, find any discrepancies between the drawings and the physical conditions of the locality, or any omissions or errors in the drawings, or in the layout as furnished by the City, it will be his/ her duty to immediately inform the contract administrator in writing for clarification. Any work done after such discovery, unless authorized by the administrator in writing shall be done at the contractor's risk.
- G. The contractor for this work, by careful examination, shall inform himself/herself as to the nature and location of the work, the conformation of the ground, the nature of the subsurface conditions, the character of the equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, climate, and all other matters, which can in any way affect the work.

2.2.11.4 **EAST PARK RESERVOIR REMAINING FENCE LINE(S):**

- A. The remaining upper and lower fence lines other than that which is along the North East Basin: to be cleared of vegetation once during the cutting season for a space at least three feet (3') wide on the insides of the fence where both sides are accessible, and from the fence line to the existing outside mow line as directed by the contract administrator on the fence line outsides. The cutting should take place between October 1st and December 31st, or from January 2nd through March 31st in the next year of the contract. Cut, clear and dispose of all above grade tree and vegetation growth including all vines, sucker and seedling growth, all stem and trunk diameters, (6) six inches or less, all heights and all species. All trees and vegetation are to be cut as close to grade as possible, (4) four inches above grade maximum.
- B. Any preexisting damage to the fence line, either in the uprights, cross members, gates, bracing or fabric found by the contractor must be reported immediately to the contract administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 24 71
		FIRM NAME (Must be filled in)	

- C. Damage caused to the fence line by the contractor should be immediately reported to the contract administrator. The contractor should take steps to temporarily barricade the affected area to prevent unauthorized entry, and have the damaged area repaired within twenty-four (24) hours. The damaged area must be repaired to the contract administrator's satisfaction.
- D. The contractor may not use any herbicide on upper level fence lines without prior written approval from the Philadelphia Water Department.
- E. Volunteer growth entwined in fence fabric to be cut away completely and disposed of by contractor. Stumps and/ or branches growing through the fence must be cut from both sides of the fence as close as possible without causing damage to the fence.
- F. Approximate length of fencing around entire reservoir is three (3) miles. There are approximately (1.4) miles of upper fencing, and (1.6) miles of lower fencing. It will be the contractor's responsibility to verify the linear footage prior to commencing any work.
- G. Should the contractor, in the course of his/her work, find any discrepancies between the drawings and the physical conditions of the locality, or any omissions or errors in the drawings, or in the layout as furnished by the City, it will be his/her duty to immediately inform the contract administrator in writing for further clarification.
- H. Continued: Any work done after such discovery, unless authorized by the administrator in writing shall be done at the contractor's risk.
- I. The contractor for this work, by careful examination, shall inform himself/herself as to the nature and location of the work, the conformation of the ground, the nature of the subsurface conditions, the character of the equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, climate, and all other matters, which can in any way affect the work.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 25 71
		FIRM NAME (Must be filled in)	

2.2.11.5 **East Park Reservoir
Former Tank Pen @ 33rd & Montgomery**

This area to be mowed or weed whacked at the same time as the Slope cutting on the 33rd Street side of the NE Basin once a month between April and November for a total of eight (8) cuts or as directed by the Contract Administrator

2.2.11.6 **East Park Reservoir
Perimeter Roadway behind the West and South Basins**

The perimeter roadway should be mowed or weed whacked once a month between April and November for a total of eight (8) cuts or as directed by the Contract Administrator.

2.2.12 **OAK LANE RESERVOIR
5TH STREET AND CHELTEN AVENUE:**

A Mandatory Site Inspection will be held on Wednesday, November 30, 2016 at 10:00 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

Approximately Five (5) Acres total

The perimeter of the fence area around the reservoir from the fence to the pavement and from the pavement to the street is to be cut approximately two times per month, sixteen (16) cuts between April through November as directed by the Contract Administrator. This area is approximately 0.8 acres.

The access roadway around the two reservoirs, inside the property fence line, is twelve-foot-wide, and totals approximately 1.03 acres. This area is to be cut two times per month for a total of sixteen (16) cuts between April through November as directed by the Contract Administrator.

The interior of the fenced area, excluding the twelve-foot wide roadway, totals 3.2 acres. This area is to be field cut two times per month for a total of sixteen (16) cuts between April through November or as directed by the Contract Administrator. This area includes from the roadway to the property fence line and shall also include the Pumping Station Area (15 ft. x 20 ft).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 26 71
		FIRM NAME (Must be filled in)	

2.2.12.1 Edging and weeding along sidewalk and curb line areas outside of perimeter of reservoir to be completed for a total of three times per year or as directed by the Contract Administrator.

2.2.13 **BELMONT WATER TREATMENT PLANT**

A Mandatory Site Inspection will be held on Wednesday, November 30, 2016 at 11:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

2.2.13.1 **Belmont Raw Water Basin East Slope Ford Road and Monument Avenue**

Approximately One (1) Acre total, this area will be cut once a month for a total of eight (8) cuts between April through November or as directed by the Contract Administrator.

2.2.13.2 **Belmont WTP Raw Water Basin [City Line Avenue side]**

Cut once a month between April and November for a total of eight (8) cuts or as directed by the Contractor Administrator.

2.2.13.3 **Belmont WTP Raw Water Basin [Belmont Avenue side]**

Cut once a month between April and November for a total of eight (8) cuts or as directed by the Contract Administrator.

2.2.13.4 **Belmont WTP Ford Road & Monument Road Slopes**

Cut once a month between April and November for a total of eight (8) cuts or as directed by the Contract Administrator.

2.2.13.5 **Belmont WTP North side slope of Ford Road Basin**

Cut once a month between April and November for a total of eight (8) cuts or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 27 71
		FIRM NAME (Must be filled in)	

2.2.13.6 **Belmont WTP**
Slope above stone retaining wall on Monument Road

Cut once a month between April and November for a total of eight (8) cuts or as directed by the Contract Administrator.

2.2.14 **BAXTER COURTS**
PENNYPACK STREET AND STATE ROAD

A Mandatory Site Inspection will be held on Wednesday, November 30, 2016 at 8:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

2.2.14.1 **Baxter Courts [1 to 65]**

Approximately 60 Acres total. One complete cutting in April, followed by one complete cutting in June. Not to exceed (3) per year or as directed by the Contract Administrator. The cutting shall include both the top and sloped portions of each basin.

2.2.14.2 **Baxter Residuals Lagoon Meadow Cut**

Approximately 30 Acres total. This area will be cut using the PWD Meadow Schedule. One cut in May followed by a cut in June. Not to exceed (3) per year as directed by the Contract Administrator.

2.2.14.3 **Baxter Courts Basin Slopes [1 to 65]**

Definition of the work to be performed.

Complete weed whacking of the sloped portions of all basins. One cutting per month for July, August, September and October or as directed by the Contract Administrator. The total number of cuttings per year shall not exceed four per year. The perimeter slopes vary from basin to basin with the average slope length being approximately 12' from the concrete courtyard to the top of the slope. This work also includes trimming of the bunker style basin entrances.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 28 71
		FIRM NAME (Must be filled in)	

The approximate surface area is 1.4 acres on the larger sets of back to back basins. Refer to the Maps. The measurements are approximate and it will be the vendor's responsibility to verify field conditions before the start of the work.

Equipment required for the work shall include but not be limited to the following: self propelled walk behind mowers, weed whackers, gas powered hedge trimmers and loping shears. All vegetative species are included for trimming without exception. No herbicides may be used at the storage basins

2.2.14.4 **Baxter Courts End Cap Areas {1 to 65}**

Definition of the work to be performed.

Six (6) end cap areas of the Baxter Court Yards. The total acreage is just over 1 acre, all slope work. The three areas near the river are about 20'- 25' and the three areas next to State Road are about 8' - 12' in height. Cut once a month between April and November for a total of eight (8) cuts or as directed by the Contract Administrator.

2.2.15 **MOWING OF WATER TANK AREAS**

A Mandatory Site Inspection will be held on Thursday, December 1, 2016. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

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

2.2.15.1 **Somerton Tanks**
Tomlinson Road and Greinor Road

Site Inspection Date - **12/01/16 @ 10:00 A.M.**
Approximately 500' x 1000', including fenced- in area in front of, behind and beside fence line and grass patch at curb...approximately 500' x 30'.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 29 71
		FIRM NAME (Must be filled in)	

2.2.15.2 **Fox Chase Tank
Cottman and Central Avenue
(Behind Burholme Park)**

Site Inspection Date - **12/01/16 @ 10:45 A.M.**

Approximately 175' x 200', including small area on both sides of entrance gate.

2.2.16 **DELAWARE PUMPING STATION FACILITIES**

A Mandatory Site Inspection will be held on Thursday, December 1, 2016. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

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

2.2.16.1 **Torresdale Pumping Station
Pennypack St. to Police Academy Roadway,
8601 State Road.**

Site Inspection Date - **12/01/16 @ 8:00 A.M.**

Weed Control at curb line. Mowing to the curb line in shaded areas on drawing and both sides of fencing.

2.2.16.2 **Torresdale Raw Water Pumping Station
5202 Pennypack Street**

Site Inspection Date - **12/01/16 @ 8:30 A.M.**

Mowing to approximately 8' beyond fence and shaded areas on drawing and both sides of fencing.

2.2.16.3 **Lardner's Point Pumping Station
Robbins Avenue to Levick Street
and Delaware Avenue to Milnor St.**

Site Inspection Date - **12/01/16 @ 9:15 A.M.**

Mowing to extend to curb lines and shaded areas on drawing and both sides of fencing.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 30 71
		FIRM NAME (Must be filled in)	

2.2.16.4 **Fox Chase Pumping Station
Lardner St. at Oakley Street.**

Site Inspection Date - **12/01/16 @ 11:15 A.M.**

Weed Control at curb line. Mowing to be the curb line in shaded areas on drawing and both sides of fencing.

2.2.16.5 **West Oak Lane Pumping Station
Haines St. to Ogontz Avenue, 68th Avenue.**

Site Inspection Date - **12/01/16 @ 12:00 P.M.**

Weed Control at the curb line and on the sidewalk Mowing to the curb line in shaded areas on drawing and both sides of fencing 65' side.

2.2.17 **SCHUYKILL PUMPING STATION FACILITIES**

A Mandatory Site Inspection will be held on Monday, December 5, 2016. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

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

2.2.17.1 **Queen Lane Raw Water Pumping
4600 Ridge Avenue**

Site Inspection Date - **12/05/16 @ 9:00 A.M.**

Cut as indicated in shaded areas on drawing. Turf area is estimated at 99,500 SQ. FT.

2.2.17.2 **Roxborough High Service Pumping Station
434 Dearnley Street**

Site Inspection Date - **12/05/16 @ 9:45 A.M.**

Cut as indicated in shaded areas on drawing. Turf area is estimated at 68,000 SQ. FT.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 31 71
		FIRM NAME (Must be filled in)	

2.2.17.3 **Belmont High Service Pumping Station**
2500 Monument Road

Site Inspection Date - **12/05/16 @ 11:00 A.M.**

Cut as indicated in shaded areas on drawing. Turf area is estimated at 80,000 SQ. FT.

2.2.17.4 **Belmont Raw Water Pumping**
1700 West River Drive

Site Inspection Date - **12/05/16 @ 12:45 P.M.**

Cut as indicated in shaded areas on drawing. Turf area is estimated at 15,000 SQ. FT.

2.2.17.5 **East Park Pumping Station**
3199 Girard Avenue

Site Inspection Date - **12/05/16 @ 1:30 P.M.**

Cut as indicated in shaded areas on drawing. Turf area is estimated at 12,000 SQ. FT.

2.2.17.6 **Queen Lane Pumping Station**
3595 Fox Street

Site Inspection Date - **12/05/16 @ 2:30 P.M.**

Cut as indicated in shaded areas on drawing. Turf area is estimated at 44,850 SQ. FT.

2.2.18 **FLOW CONTROL WASTE WATER PUMPING STATIONS**

A Mandatory Site Inspection will be held on Friday, December 2, 2016. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 32 71
		FIRM NAME (Must be filled in)	

General Description of work to be performed:

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

Contractor **MUST** let the Contract Administrator or his/her designee know when they will be on site for cutting and weed whacking. This is very important for both security purposes and for verification by the City that the services were performed so the vender can be paid. Failure to do this will result in the vender **NOT** getting paid. Best method is to email the following people the date/approx. time/location the contractor will be at the site.

mark.carneglia@phila.gov
larry.szymanik@phila.gov
fredinand.canevari@phila.gov
florence.kenny@phila.gov

2.2.18.1 **Rennard Street Pumping Station**
11064 Rennard Street
(Philmont Shipping Center Grounds)

Site Inspection Date - **12/02/16 @ 8:00 A.M.**

Mowing of entire area as indicated.

2.2.18.2 **Lockhart Pumping Station**
10778 Lockhart Road (Lockhart St.
and Lockhart Lane at Drainage Right of Way)

Site Inspection Date - **12/02/16 @ 8:30 A.M.**

Cut inside fence. Cut 2' outside fence. Cut 2' both sides of access road.

2.2.18.3 **Mingo Creek Storm Water Pumping Station**
7000 Penrose Avenue

Site Inspection Date - **12/02/16 @ 9:15 A.M.**

Cut back 2' sides of road - grass and trees and where road meets curb; both basins and around pumping stations.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 33 71
		FIRM NAME (Must be filled in)	

25050 006 191 01

Bidder shall also provide a Lot Price for initial clearing and removal of debris.

2.2.18.4 **Central Schuylkill Pumping Station**
600 University Avenue

Site Inspection Date - **12/02/16 @ 10:00 A.M.**
Cut as indicated in shaded areas on drawing.

25050 006 192 01

Bidder shall also provide a Lot Price for initial clearing and removal of debris.

2.2.18.5 **Neill Drive Pumping Station**
4000 Neil Drive (Fairmount Park
at Neil Drive and Falls Road)

Inspection Date - **12/02/16 @ 11:15 A.M.**

Cut as indicated in shaded areas on drawing and 2' on each side of access road as indicated.

2.2.18.6 **Sewer Maintenance Headquarters**
Fox Street & Roberts Avenue

Inspection Date - **12/02/16 @ 12:00 P.M.**

2.2.18.6.1 Cut shaded areas as indicated on drawing. One time per month for a total of eight (8) cuts between April and November or as directed by the Contract Administrator.

2.2.18.6.2 Weed whack areas as indicated on drawing one time per month for a total of eight (8) cuts between April and November or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 34 71
		FIRM NAME (Must be filled in)	

2.2.19 **BUILDING MAINTENANCE
29th & Cambria Complex**

A Mandatory Site Inspection will be held on Thursday, December 1, 2016 at 1:00 P.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

2.2.19.1 Cahill field shall be cut two times per month, sixteen (16) cuts between April and November or as directed by the Contract Administrator.

2.2.19.2 The following areas are to be cut four times per month, thirty-two (32) cuts between April and November or as directed by the Contract Administrator.

Employee lot inside and outside -Chalmers islands and walkways
- The front, side and rear of 29th Street Complex including street side of Cahill field and rear of field on Clearfield St.

2.2.19.3 Edging and weeding of all grass areas and planting beds shall be performed once a month for a total of eight (8) times between April and November or as directed by the Contract Administrator.

2.2.19.4 The lower pipe yard (240 Sq. Ft. x 130 Sq. Ft.) adjacent to 29th Street shall weed whacked once a month for a total of eight (8) times between April and November or as directed by the Contract Administrator.

2.2.20 **BIOSOLIDS RECYCLING CENTER
7800 Penrose Ferry Road
Philadelphia, PA 19153**

A Mandatory Site Inspection will be held on Friday, Friday, December 2, 2016 at 2:00 P.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

2.2.20.1 Grass cutting-The following areas shall be cut and trimmed two (2) times a month between April through November for a total of (16) cuts or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 35 71
		FIRM NAME (Must be filled in)	

Administration Building- Around entire building, along fence line (both sides), perimeter of employee parking lot.

Penrose Ferry Road- On both sides of the road from corner of I-95 off ramp to rail road tracks.

Dock Area- From Philadelphia Water Access gates to river and from Police impound lot to river.

Slopes- The incline area that separates the upper site and lower site by the Basin.

- 2.2.20.2 Edging and weeding-The following areas shall be done once a month for a total of eight (8) times between April and November or as directed by the contract Administrator.

Administration Building- All grass areas, Planting beds, sidewalks and curbs.

- 2.2.20.3 Fence line Vegetation Removal (General w/ Round Up Allowed)

Weed whack/ Hedge trim/ or manual cutting of all vegetative species inside fence line. Work will include flush cutting of branches or limbs entwined in fence fabric. Remove and dispose of cut vegetation from fencing, barbed wire and support brackets. This will be done once or twice per month from April to November for a total of four (4) or eight (8) or as directed by the contract Administrator.

Areas indicated below as being general can be sprayed with Round up to help keep area the fences clear of Vegetation. Holes, defects, broken barbed wire etc. to be reported to the contract Administrator immediately.

Inside Storage area Fence line from Bartram Ave. under Platt Bridge to railroad tracks.

- 2.2.20.4 Weed Control- The following areas shall be sprayed with Round up to help keep weeds down once a month for a total of eight (8) times between April and November or as directed by the Contract Administrator.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 36 71
		FIRM NAME (Must be filled in)	

AREAS:

Around Storage Shed
 Small Trailer
 Scale House and Scale
 Staging Area
 Synagro's Fence line to back fence line (upper & lower level)
 Around Basin and surrounding area

2.2.21 **CENTRAL LABORATORY GROUNDS**
1500 E. Hunting Park Ave.
Philadelphia, PA 19124.

A Mandatory Site Inspection will be held on Wednesday, November 30, 2016 at 1:00 P.M. The attached Certificate of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

2.2.21.1 Grass Cutting – The following areas shall be cut every 14 days for a total of eighteen (18) cuts between April through November or as directed by the Contract Administrator.

The grass cutting is for the property that is bound on the north by Hunting Park Ave., the south by Lycoming St., east by "O" St. and west by Castor Ave. This includes the Air Management Laboratory property at the southwest corner of Castor Ave. and Lycoming St. The total area is approximately 103,845 Sq. Ft.

This area includes:

Central Lab	76,849 Sq. Ft.
Air Management Lab Area	10,025 Sq. Ft.
Area Outside from Fence	16,971 Sq. Ft.

2.2.21.2 Edging of outside pavements and inside walkways to be completed each time SECTION 2.2.21.1 is performed as directed by the Contract Administrator. The total edgings are approximately 4,200 linear feet.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 37 71
		FIRM NAME (Must be filled in)	

2.2.21.3 Central Laboratory Meadow to be performed a minimum of one (1) per year or as directed by the Contract Administrator. Meadow cut height shall be no less than 6 inches per cutting.

Meadow Area 43,750 Sq.Ft.

2.2.21.4 Central Laboratory Meadow Path to be completed each time SECTION 2.2.21.1 is performed or as directed by the Contract Administrator. Meadow Path cut height is to be no less than 6 inches.

Meadow Path Area 6,600 Sq.Ft.

2.2.22 **NORTHEAST WATER POLLUTION CONTROL PLANT**
3895 Richmond Street
Philadelphia, PA 19137

A Mandatory Site Inspection will be held on Wednesday, November 30, 2016 at 2:30 P.M. The attached Certificate of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

2.2.22.1 Grass Cutting – Northeast Water Pollution Control Plant shall be cut two times per month for a total of sixteen (16) cuts between April through November or as directed by the Contract Administrator.

Coverage shall include cutting around all buildings and trees; and inside and outside perimeter of Facility (via Delaware Ave., Lewis Street and Castor Ave.). The total area to be cut is approximately 47,253 Sq. Ft.

2.2.22.2 Edging of outside pavements and inside walkways to be completed for a total of eight (8) times per year or as directed by the Contract Administrator. The total edgings are approximately 22,620 linear feet.

Fence Line

Cut all vegetation back four feet on exterior of perimeter fence of plant. Include fence line around plastic hose cage.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 38 71
		FIRM NAME (Must be filled in)	

2.2.23 **SOUTHEAST WATER POLLUTION CONTROL PLANT**
25 Pattison Avenue
Philadelphia, Pa 19148

A Mandatory Site Inspection will be held on Friday, December 2, 2016 at 1:00 P.M. The attached Certificate of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

General Description of work to be performed:

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

Administration Building and Parking Lot and EPS Building outside & Inside fence line also Front side walk.

Equipment Building Area and Fence Line East side.

Compressor Building, Painter Building, Scum Build, and SHF, Fence Line West side.

IPS and S&G Buildings and North Fence Lines.

2.2.23.2 Spray week killer around solar panel field once per month for a total of eight (8) times per year between April through November or as directed by the Contract Administrator.

Edge all side walks and curbs on once per month for a total of eight (8) times per year between April through November or as directed by the Contract Administrator.

Trim all weeds from the curbs once per month once per month for a total of eight (8) times per year between April through November or as directed by the Contract Administrator.

2.2.24 **SOUTHWEST WATER POLLUTION CONTROL PLANT**
8200 Enterprise Avenue
Philadelphia, Pa 19153

A Mandatory Site Inspection will be held on Friday, December 2, 2016 at 2:45 P.M. The attached Certificate of Site Visit sheet must be signed by the designated City contact person and completed by vendor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 39 71
		FIRM NAME (Must be filled in)	

General Description of work to be performed:

2.2.24.1 Grass Cutting – Southwest Water Pollution Control Plant shall be cut two times per month for a total of sixteen (16) cuts between April through November or as directed by the Contract Administrator.

Coverage shall include cutting around all building and trees; and inside and outside perimeter for facility on Enterprise Ave. The total area to be cut is approximately 900,000 Sq. Ft.

2.2.24.2 Edging of outside pavements and inside walkways to be completed for a total of Eight (8) times per year between April through November or as directed by the Contract Administrator.

2.2.24.3 Trim all weeds from the curbs once per month for a total of Eight (8) times per year between April through November or as directed by the Contract Administrator.

2.2.25 **Fenceline Vegetation Removal (General w/ Round Up Allowed)**

Weed whack / Hedge trim / or manual cutting of all vegetative species entwined in fence at locations to be named. Work will include flush cutting of branches or limbs entwined in fence fabric from both sides of the fence as close as possible without causing damage to the fence fabric. Remove and dispose of cut vegetation from fencing and barbed wire and support brackets on a monthly or bi-monthly schedule.

Areas indicated as being general can be sprayed with Round Up to help keep the fences clear of vegetation. Holes, defects, broken barbed wire etc. to be reported to Contract Administrator immediately. Damage to fence components from clearing is the sole responsibility of the vendor to repair. The number of cuttings will be either 8 [monthly from April to November] or 4 [every other month from April to November] depending on current fence condition.

Length of fence will be determined by counting individual fence sections [10' per section] to the nearest whole number listed below.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 40 71
		FIRM NAME (Must be filled in)	

AREA

- 25' of clearing
- 50' of clearing
- 100' of clearing
- 200' of clearing
- 500' of clearing
- 1,000' of clearing

2.2.26 **Fenceline Vegetation Removal (Specific No Herbicide Allowed)**

Weed whack / Hedge trim / or manual cutting of all vegetative species entwined in fence at locations to be named. Work will include flush cutting of branches or limbs entwined in fence fabric from both sides of the fence as close as possible without causing damage to the fence fabric. Remove and dispose of cut vegetation from fencing and barbed wire and support brackets on a monthly or bi-monthly schedule. Areas indicated as being specific can NOT be sprayed with Any Herbicide of any type. Holes, defects, broken barbed wire etc. to be reported to Contract Administrator immediately.

Damage to fence components from clearing is the sole responsibility of the vendor to repair. The number of cuttings will be either 8 [monthly from April to November] or 4 [every other month from April to November] depending on current fence condition. Length of fence will be determined by counting individual fence sections [10' per section] to the nearest whole number listed below.

AREA

- 25' of clearing
- 50' of clearing
- 100' of clearing
- 200' of clearing
- 500' of clearing
- 1,000' of clearing

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

2.3.1 All scheduled work is to be performed during normal working hours - 7:00 AM - 3:00 PM - Monday through Friday unless approved by the City of Philadelphia Water Department or the designated contact. No work shall be performed on the following holidays:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 41 71
		FIRM NAME (Must be filled in)	

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

Contractor MUST check in with the Contract Administrator or his/her designee at each Water Department facility to notify City personnel that the contractor is on the premises for the scheduled cutting and weed whacking services and must also notify City personnel when the contractor is leaving the Water Department facility. This is very important for both security purposes and for verification by the City that the services were provided by the contractor at the Water Department facility. No work will be permitted without prior approval by the Contract Administrator or his/her designee at each Water Department facility.

- 2.3.2 Scheduled Saturday work will **NOT** be permitted unless approved by the City of Philadelphia Water Department or as directed by the Contract Administrator. If approved, Saturday work will be billed at the awarded price, exclusive of any additional expenses incurred by the contractor, including, regular pay or overtime.
- 2.3.3 In the event, the contractor elects to periodically apply a non- selection herbicide such as "Round-Up", prior Water Department approval is required. Application of Herbicide may only be accomplished after regular hours to be dictated by the City of Philadelphia Water Department.
- 2.3.4 After award and prior to commencement of work, the contractor will submit Department and the designated Water Department contact person for each section listed in paragraph 1.11. The Schedule is to include a detailed operation plan specifying the exact cycle days each location will be mowed. Also a manpower and equipment deployment plan that complements the mowing schedule for the items awarded. Failure to adhere to the approved mowing schedule risks substantial penalties. Penalties will be assessed for every day the mowing schedule is delayed.
- 2.3.5 All work is subject to inspection by the Contract Administrator prior to payment by the City of Philadelphia Water Department.
- 2.3.6 Billing form for invoicing is to be signed at the end of each inspection. Payment shall be made only on invoices accompanied by such signed forms.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 42 71
		FIRM NAME (Must be filled in)	

- 2.3.7 Contractor must have sufficient equipment to insure that all work is done efficiently and expeditiously. The City reserves the right to inspect contractor's facilities and equipment. Contractors determine to have insufficient capacity of equipment may be ineligible for award. (Reference is made to paragraph 1.10.2).
- 2.3.8 Contractor shall complete all pertinent City forms dealing with work outputs during the contract period. Typical examples of such forms are the Pesticide Application Record and the Landscape Contractor's Daily Report.
- 2.3.9 The City reserves the right to change any cutting intervals where it is not specifically defined to read: "or as directed by the Contract Administrator."
- 2.3.10 Where the specifications stipulate multiple items separated by commas, it is understood by the vendors that each item is a separate and individual item. For example: the removal of stumps, debris, and vines.... means that three separate but equal things are to be removed by the vendor.
- 2.3.11 Language relating to tree diameters is not to be confused with language relating to tree stumps. For example, a vendor required to cut all trees up to 12" in diameter may be required to remove stumps that are of a larger diameter during the clearing of a particular area.
- 2.3.12 Any damage discovered by the vendor during the course of the contract to the fences, posts, fence fabric, gates or locks must be reported immediately to the Contract Administrator. Damage caused to the fencing, fabric, posts, barbed wire etc. during the clearing operations are the sole responsibility of the vendor and must be repaired without cost to the City. Holes or breaches in the fencing caused by clearing operations must be at least temporarily repaired before the end of the work day in which they occurred.

SECTION 3: 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 43 71
		FIRM NAME (Must be filled in)	

3.1.3 Bid may be disqualified if they are deemed to be non-responsive without notice. Any and all decisions regarding responsiveness are final and are not appealable. A bid may be deemed non-responsive for any of the following:

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions
- (v) improper or incomplete execution of OEO documents (if applicable)

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

3.2 AWARD:

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive, responsible bidder based upon the following:

Award by Group:

- Total of Sections 5.1 through 5.9
- Total of Sections 5.15 through 5.16
- Total of Sections 5.17 through 5.18
- Total of Sections 5.25 through 5.26

Award by Section:

- Total of Section 5.10
- Total of Section 5.11
- Total of Section 5.12
- Total of Section 5.13
- Total of Section 5.14
- Total of Section 5.19
- Total of Section 5.20
- Total of Section 5.21
- Total of Section 5.22
- Total of Section 5.23
- Total of Section 5.24

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 44 71
		FIRM NAME (Must be filled in)	

However, bidder shall be awarded only those Group(s)/Section(s) for which it has been determined, by the City, that the bidder is capable of providing the required services, in accordance with Paragraph 1.10.2. Bidder must bid on all items within a Group or Section, as listed above, to be eligible for award of that Group or Section.

3.2.2 **EVALUATION AND AWARD**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the 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 the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**

In this bid, Performance Security in the amount of \$25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract".

Any applicable, performance security shall be required for any subsequent renewal periods.

3.2.4 **DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.**

In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 45 71
		FIRM NAME (Must be filled in)	

The bidder expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements 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.

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

- (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
- (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

3.2.5

INSURANCE:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 46 71
		FIRM NAME (Must be filled in)	

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 service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

4.1.2 Invoices shall be submitted after delivery and acceptance of the service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

- (a) After the 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 47 71
		FIRM NAME (Must be filled in)	

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

4.1.4 **ADD-ONS:**

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

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

4.2 **VENDOR RESPONSIBILITY:**

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 48 71
		FIRM NAME (Must be filled in)	

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

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

4.2.5 Should services be 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.

4.2.6 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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

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

WHEN IT RAINS, THE VENDOR'S SCHEDULE WILL BE ADJUSTED BACKFOR THAT WEEK IN THE EXACT NUMBER OF DAYS RAINED. VENDORS MUST RETURN TO THE AGREED MOWING SCHEDULE WITHIN 48 HOURS FROM 8 O'CLOCK AM ON THE FIRST DAY OF THE RETURN OF WEATHER CONDUCIVE TO MOWING. VENDORS WILL BE PERMITTED TO WORK EXTENDED WORKDAYS IN ORDER TO MAKE UP RAIN DAYS. THEVENDOR MUST RETURN TO THE PRESCRIBED MOWING SCHEDULE BY THE FOLLOWING MOWING CYCLE.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 49 71
		FIRM NAME (Must be filled in)	

4.2.8

Assessed Penalties

The City may, at its discretion, and for the minor infractions listed below, assess the contractor a monetary penalty of up to \$500.00 per occurrence. The contractor will be given twenty- four (24) hours from the time of notification by telephone to rectify the infraction to the City's satisfaction. If the contractor rectifies the infraction within the twenty- four (24) hour period, the City reserves the right to void the assessed penalty.

Penalties:

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

A detailed explanation of each penalty follows:

1. **Turf Damage**

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

2. **Tree Damage**

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

3. **Incomplete/Improper Mowing**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 50 71
		FIRM NAME (Must be filled in)	

4. **Incomplete Trimming**
Incomplete trimming is defined as any vegetation not properly trimmed around all obstructions in the location. This will include vegetation growing in the gutters along the roadways.
5. **Property Damage**
Property Damage is defined as any damage to buildings, facilities, fencelines, etc. and all features in the landscape.
6. **Shredded Litter/Debris**
Shredded Litter/Debris is defined as the failure of the vendor to properly remove litter and debris from the turf area before mowing. The shredding of litter and debris is inexcusable and will not be tolerated at any time.
7. **Missed Deadline**
Missed Deadline is defined as the vendor's failure to meet the contract requirement of completing the litter removal and mowing of all locations required within the mowing cycle by 3 o'clock PM on the 10th day of the cycle.
8. **Mowing Schedule Delay**
Mowing schedule delay is defined as the occasion when the vendor does not adhere to the agreed upon schedule of mowing Water Department locations on particular days of the cycle (week). Locations must be mowed on the exact scheduled days unless waived by the Water Department.
9. **Trash Removal Delay**
Trash removal delay is defined as the occasion when the vendor does not remove ALL gathered trash and debris from the location mowed on the same day. Trash may not be left overnight.
10. Existing penalties for poor workmanship and performance apply to all sections of the contract including new, or added areas.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 51 71
		FIRM NAME (Must be filled in)	

4.2.9 **Payments to OEO Subcontractors**

The below paragraph applies to all Invitation and Bids containing OEO Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.

In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to provide proof of said payments upon any request by the City.

Pursuant to Paragraph 19, Default and Termination, of the SS&E Terms and Conditions of Bidding and Contract, failure to comply with the City’s payment reporting process may be considered an Event of Default.

4.2.10 **MINIMUM WAGE & BENEFITS AND PREVAILING WAGE**

If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, “MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.” of the SS&E Terms and Conditions of Bidding and Contract.

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 52 71
		FIRM NAME (Must be filled in)	

- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting for the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 53 71
		FIRM NAME (Must be filled in)	

- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

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

SEE ATTACHED APPLICABLE WAGE SCHEDULE

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 54 71
		FIRM NAME (Must be filled in)	

CITY OF PHILADELPHIA

Prevailing Wage Rate Schedule

Turf Management

A. Job Classification & Wage Rates

	<u>Basic Hourly Rate</u>	<u>Fringe Benefits</u>
<i>Grounds Maintenance Worker</i>	\$13.67	\$4.27
<i>Mechanical Grounds Maintenance Worker</i>	\$13.67	\$4.27
<i>Truck Driver</i>	\$13.67	\$4.27

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

Notes of Interest:

- (1) On all overtime hours, fringe benefits will be paid at the Straight (base) rate only.***
- (2) Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.***

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 55 71
		FIRM NAME (Must be filled in)	

(3) Prevailing Wage Rate Schedules are available from the Philadelphia Labor Standards Unit, Room 170 C Municipal Services Building, Phila., PA 19102-1670, 215-686-2132; Facsimile 215-686-2116. Contractors and their subcontractors are required to submit weekly certified payroll records to the Labor Standards Unit through an electronic system, LCP Tracker, or as directed by the Labor Standards Unit. Failure to pay Prevailing Wage, as applicable, or to submit certified payroll records is a substantial breach of Contract and may be subject to fines and penalties as prescribed by Section 17-107 of The Philadelphia Code which may include withholding from any sums due to the Contractor under the Contract so much as may be necessary to pay the employees the difference between the wages required to be paid hereunder and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.

4.4 **PRICE ESCALATION**

4.4.1 **PRICE INCREASE**

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

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

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

or

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 56 71
		FIRM NAME (Must be filled in)	

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

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

4.5 VENDOR ACCEPTANCE - 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)**

Vendor shall submit fixed prices for each item to be eligible for that section.

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.1 25050 006 061 Upper Roxborough Cathedral Road grass strip outside of fence line (REF: Section 2.2.1)	EA	8	\$_____	\$_____
5.2 25050 006 903 Upper Roxborough Harner St.. Grass Strip outside of fence line (REF: Section 2.2.2)	EA	8	\$_____	\$_____
5.3 25050 006 062 Upper Roxborough Hagy's Mill Road Outside of Fence Line (REF: Section 2.2.3)	EA	8	\$_____	\$_____
5.4 25050 006 063 Upper Roxborough Hagy's Mill Road/Inside of Fence Line (REF: 2.2.4)	EA	8	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 57 71
	FIRM NAME (Must be filled in)		

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.5 25050 006 064 Upper Roxborough Harner Street Inside of Fence Line (REF: Section 2.2.5)	EA	8	\$ _____	\$ _____
5.6 25050 006 191 Upper Roxborough Storage Reservoir (Port Royal / Harner St./ Hagys' Mill Rd.) (REF: Section 2.2.6)	EA	8	\$ _____	\$ _____
25050 006 192 5.7 Upper Roxborough Clearwell (Port Royal / Harner St./ Hagys' Mill Rd.) (REF: Section 2.2.7)	EA	8	\$ _____	\$ _____
25050 006 150 5.8 Upper Roxborough Fence Lines (Spraying) (REF: Section 2.2.8)	EA	3	\$ _____	\$ _____
25050 006 067 5.9 Lower Roxborough Abandoned Sand Filters (REF: Section 2.2.9)	EA	4	\$ _____	\$ _____
25050 006 125 5.9.1 Abandoned Sand Filter Fence Line (Spraying) (REF: Section 2.2.9.1)	EA	3	\$ _____	\$ _____
TOTAL OF ITEMS (5.1 THROUGH 5.9)			\$ _____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 58 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.10	<u>Queen Lane Water Treatment Plant</u>				
5.10.1	25050 006 070 Queen Lane Water Treatment Plant – Expressway Slope (REF: Section 2.2.10.1)	EA	8	\$ _____	\$ _____
5.10.2	25050 006 962 Queen Lane Water Treatment Plant – Henry Avenue Slope (REF: Section 2.2.10.2)	EA	10	\$ _____	\$ _____
5.10.3	25050 006 978 Queen Lane Water Treatment Plant – Henry Avenue (from Queen Lane to Bowman Street) (REF: Section 2.2.10.3)	EA	7	\$ _____	\$ _____
5.10.4	25050 006 979 Queen Lane Water Treatment Plant – Henry Avenue Sidewalk (REF: Section 2.2.10.4)	EA	14	\$ _____	\$ _____
5.10.5	25050 006 963 Queen Lane Water Treatment Plant – Fox Street Slope (REF: Section 2.2.10.5)	EA	10	\$ _____	\$ _____
TOTAL OF ITEMS (5.10.1 THROUGH 5.10.5)					\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 59 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.11	<u>East Park Reservoir</u>				
	25050 006 071				
5.11.1	33rd & Montgomery Avenue (REF: Section 2.2.11.1)	EA	16	\$_____	\$_____
	25050 006 072				
5.11.2	East Park Reservoir Slopes, Weed Whacking Only (REF: Section 2.2.11.2.A)	EA	8	\$_____	\$_____
	25050 006 072 01				
5.11.2.1	East Park Reservoir Slopes, Slope Mower (REF: Section 2.2.11.2.B)	EA	1	\$_____	\$_____
	25050 006 103				
5.11.3	East Park Reservoir NE Basin Fenceline (REF: Section 2.2.11.3)	EA	1	\$_____	\$_____
	25050 006 104				
5.11.4	East Park Reservoir Remaining Fencelines (REF: Section 2.2.11.4)	EA	1	\$_____	\$_____
	25050 006 071 01				
5.11.5	Former Tank Pen (REF: Section 2.2.11.5)	EA	8	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 60 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.11.6	25050 006 128 Roadway Behind W/S Basins (REF: Section 2.2.11.6)	EA	8	\$_____	\$_____
TOTAL OF ITEMS (5.11.1 THROUGH 5.11.6)					\$_____
5.12	25050 006 073 Oak Lane Reservoir (REF: Section 2.2.12)	EA	16	\$_____	\$_____
5.12.1	25050 006 121 Oak Lane Reservoir Sidewalk Edging and Weeding	EA	3	\$_____	\$_____
5.13	<u>Belmont Water Treatment Plant</u>				
5.13.1	25050 006 074 Belmont Raw Water Basin East Slope (REF: Section 2.2.13.1)	EA	8	\$_____	\$_____
5.13.2	25050 006 914 Belmont WTP Raw Water Basin [City Line Avenue side] (REF: 2.2.13.2)	EA	8	\$_____	\$_____
5.13.3	25050 006 917 Belmont WTP Raw Water Basin [Belmont Avenue side] (REF: 2.2.13.3)	EA	8	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 61 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.13.4	25050 006 924 Belmont WTP Ford Road & Monument Road Slopes (REF: 2.2.13.4)	EA	8	\$ _____	\$ _____
5.13.5	25050 006 945 Belmont WTP North side slop of Ford Road basin (REF: 2.2.13.5)	EA	8	\$ _____	\$ _____
5.13.6	25050 006 959 Belmont WTP Slope above stone retaining wall on Monument Road (REF: 2.2.13.6)	EA	8	\$ _____	\$ _____

TOTAL OF ITEMS (5.13.1 THROUGH 5.13.6) \$ _____

5.14 **Baxter Courts**

5.14.1	25050 006 075 Baxter Courts (1 to 65) (REF: Section 2.2.14.1)	EA	3	\$ _____	\$ _____
5.14.2	25050 006 932 Baxter Lagoon (REF: Section 2.2.14.2)	EA	3	\$ _____	\$ _____
5.14.3	25050 006 930 Baxter Courts FWB (REF: 2.2.14.3)	EA	3	\$ _____	\$ _____
5.14.3	25050 006 135 Baxter Courts Basin Slopes (1 to 65) (REF: 2.2.14.3)	EA	4	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 62 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.14.4	25050 006 964 02 Baxter Courts End Cap Areas (1 to 65) (REF: Section 2.2.14.4)	EA	8	\$_____	\$_____
TOTAL OF ITEMS (5.14.1 THROUGH 5.14.4)					\$_____
5.15	<u>Water Tank Areas</u>				
5.15.1	25050 006 076 Somerton Water Tank Area (REF: Section 2.2.15.1)	EA	16	\$_____	\$_____
5.15.2	25050 006 077 Fox Chase Water Tank Area (REF: Section 2.2.15.2)	EA	16	\$_____	\$_____
TOTAL OF ITEMS (5.15.1 THROUGH 5.15.2)					\$_____
5.16	<u>Delaware Pumping Station Facilities</u>				
5.16.1	25050 006 078 Torresdale Pumping Station (REF: Section 2.2.16.1)	EA	16	\$_____	\$_____
5.16.2	25050 006 079 Torresdale Raw Water Pumping Station (REF: Section 2.2.16.2)	EA	16	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 63 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.16.3	25050 006 080 Lardner's Point Pumping Station (REF: Section 2.2.16.3)	EA	16	\$ _____	\$ _____
5.16.4	25050 006 081 Fox Chase Pumping Station (REF: Section 2.2.16.4)	EA	16	\$ _____	\$ _____
5.16.5	25050 006 082 West Oak Lane Pumping Station (REF: Section 2.2.16.5)	EA	16	\$ _____	\$ _____
TOTAL OF ITEMS (5.16.1 THROUGH 5.16.5)					\$ _____
5.17	<u>Schuykill Pumping Station Facilities</u>				
5.17.1	25050 006 084 Queen Lane Raw Water Pumping (REF: Section 2.2.17.1)	EA	16	\$ _____	\$ _____
5.17.2	25050 006 085 Roxborough High Service Pumping Station (REF: Section 2.2.17.2)	EA	16	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 64 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.17.3	25050 006 086 Belmont High Service Pumping Station (REF: Section 2.2.17.3)	EA	16	\$_____	\$_____
5.17.4	25050 006 087 Belmont Raw Water Pumping (REF: Section 2.2.17.4)	EA	16	\$_____	\$_____
5.17.5	25050 006 088 East Park Pumping Station (REF: Section 2.2.17.5)	EA	16	\$_____	\$_____
5.17.6	25050 006 088 Queen Lane Pumping Station (REF: Section 2.2.17.6)	EA	16	\$_____	\$_____
TOTAL OF ITEMS (5.17.1 THROUGH 5.17.6)					\$_____

5.18 **Waste Water Pumping Facilities**

5.18.1	25050 006 089 Rennard Street Pumping Station (REF: Section 2.2.18.1)	EA	16	\$_____	\$_____
5.18.2	25050 006 090 Lockhart Pumping Station (REF: Section 2.2.18.2)	EA	16	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 65 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.18.3	25050 006 091 Mingo Creek Storm Water Pumping Station (REF: Section 2.2.18.3)	EA	16	\$_____	\$_____
5.18.3.1	25050 006 191 01 Lot price for initial clearing and removal of debris. (Ref: 2.2.18.3)	LO	1	\$_____	\$_____
5.18.4	25050 006 092 Central Schuylkill Pumping Station (REF: Section 2.2.18.4)	EA	16	\$_____	\$_____
5.18.4.1	25050 006 192 01 Lot price for initial clearing and removal of debris. (Ref: 2.2.18.4)	LO	1	\$_____	\$_____
5.18.5	25050 006 094 Neill Drive Pumping Station (REF: Section 2.2.18.5)	EA	16	\$_____	\$_____
5.18.6	<u>Sewer Maintenance Headquarters</u>				
5.18.6.1	25050 006 095 Sewer Maintenance Headquarters (REF: Section 2.2.18.6).	EA	8	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 66 71
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.18.6.2	25050 006 096 Sewer Maintenance Headquarters (REF: Section 2.2.18.6.2)	EA	8	\$ _____

TOTAL OF ITEMS (5.18.1 THROUGH 5.18.6.2) \$ _____

5.19 Building Maintenance

5.19.1	25050 006 098 Building Maintenance /Cahill Field (REF: Section 2.2.19.1)	EA	16	\$ _____
5.19.2	25050 006 099 Building Maintenance/ Lots, Islands, Complex Areas (REF: Section 2.2.19.2)	EA	32	\$ _____
5.19.3	25050 006 100 Building Maintenance/ Edging (REF: Section 2.2.19.3)	EA	8	\$ _____
5.19.4	25050 006 153 Building Maintenance/ Lower Pipe Yard Weed Whacking (REF: Section 2.2.19.4)	EA	8	\$ _____

TOTAL OF ITEMS (5.19.1 THROUGH 5.19.4) \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 67 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.20	<u>BioSolids Recycling Center</u>				
5.20.1	25050 006 933 BioSolids Recycling Center (REF: Section 2.2.20.1)	EA	16	\$ _____	\$ _____
5.20.2	25050 006 *** BioSolids Recycling Center Edging and weeding (REF: Section 2.2.20.2)	EA	8	\$ _____	\$ _____
5.20.3	25050 006 *** BioSolids Recycling Center Fence line Vegetation Removal (Ref: Section 2.2.20.3)	EA	8	\$ _____	\$ _____
5.20.4	25050 006 *** BioSolids Recycling Center Weed Control (Ref: Section 2.2.20.4)	EA	8	\$ _____	\$ _____

TOTAL OF ITEMS (5.20.1 THROUGH 5.20.4) \$ _____

5.21 **Central Laboratory**

5.21.1	25050 006 101 Central Laboratory Grounds (REF: Section 2.2.21.1)	EA	18	\$ _____	\$ _____
5.21.2	25050 006 102 Central Laboratory Grounds/Edging (REF: Section 2.2.21.2)	EA	18	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 68 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.21.3	25050 006 970 Central Laboratory Meadow (Ref: Section 2.2.21.3)	EA	1	\$_____	\$_____
5.21.4	25050 006 971 Central Laboratory Meadow Path (Ref: Section 2.2.21.4)	EA	18	\$_____	\$_____

TOTAL OF ITEMS (5.21.1 THROUGH 5.21.4) \$_____

5.22 **Northeast Water Pollution Control Plant**

5.22.1	25050 006 936 03 Northeast Water Pollution Control Plant (REF: Section 2.2.22.1)	EA	16	\$_____	\$_____
5.22.2	25050 006 102 Northeast Water Pollution Control Plant Grounds/Edging (REF: Section 2.2.22.2)	EA	8	\$_____	\$_____

TOTAL OF ITEMS (5.22.1 THROUGH 5.22.2) \$_____

5.23 **Southeast Water Pollution Control Plant**

5.23.1	25050 006 936 03 Southeast Water Pollution Control Plant (REF: Section 2.2.23.1)	EA	16	\$_____	\$_____
--------	--	----	----	---------	---------

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 69 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.23.2	25050 006 965 03 Southeast Water Pollution Control Plant Spray week killer around solar panel field (REF: Section 2.2.23.2)	EA	8	\$ _____	\$ _____
5.23.3	25050 006 965 04 Southeast Water Pollution Control Plant Edge all side walks and curbs (REF: Section 2.2.23.2)	EA	8	\$ _____	\$ _____
5.23.4	25050 006 965 05 Southeast Water Pollution Control Plant Trim all weeds from the curbs (REF: Section 2.2.23.2)	EA	8	\$ _____	\$ _____
TOTAL OF ITEMS (5.23.1 THROUGH 5.23.4)					\$ _____

5.24 **Southwest Water Pollution Control Plant**

5.24.1	25050 006 815 Southwest Water Pollution Control Plant (REF: Section 2.2.24.1)	EA	16	\$ _____	\$ _____
5.24.2	25050 006 815 03 Southwest Water Pollution Control Plant Edge all side walks and curbs (REF: Section 2.2.24.2)	EA	8	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 70 71
	FIRM NAME (Must be filled in)		

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.24.3 25050 006 815 04 Southwest Water Pollution Control Plant Trim all weeds from the curbs (REF: Section 2.2.24.3)	EA	8	\$ _____	\$ _____

TOTAL OF ITEMS (5.24.1 THROUGH 5.24.3) \$ _____

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.25 <u>Fence Line Vegetation Removal (With Round Up)</u>				
5.25.1 25050 006 138 25' of Clearing	EA	1	\$ _____	\$ _____
5.25.2 25050 006 139 50' of Clearing	EA	1	\$ _____	\$ _____
5.25.3 25050 006 140 100' of Clearing	EA	1	\$ _____	\$ _____
5.25.4 25050 006 141 200' of Clearing	EA	1	\$ _____	\$ _____
5.25.5 25050 006 142 500' of Clearing	EA	1	\$ _____	\$ _____
5.25.6 25050 006 143 1000' of Clearing	EA	1	\$ _____	\$ _____

TOTAL OF ITEMS (5.25.1 THROUGH 5.25.6) \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7Z62800	PAGE OF 71 71
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.26	<u>Fence Line Vegetation Removal (No Herbicide Permitted)</u>				
5.26.1	25050 006 144 25' of Clearing	EA	1	\$ _____	\$ _____
5.26.2	25050 006 145 50' of Clearing	EA	1	\$ _____	\$ _____
5.26.3	25050 006 146 100' of Clearing	EA	1	\$ _____	\$ _____
5.26.4	25050 006 147 200' of Clearing	EA	1	\$ _____	\$ _____
5.26.5	25050 006 148 500' of Clearing	EA	1	\$ _____	\$ _____
5.26.6	25050 006 149 1000' of Clearing	EA	1	\$ _____	\$ _____

TOTAL OF ITEMS (5.26.1 THROUGH 5.26.6) \$ _____

**EXTENDED TOTAL BID AMOUNT
(UNIT PRICE X QUANTITY FOR
ALL TIMES BID) \$ _____**

TURF MANAGEMENT - WATER DEPARTMENT

MANDATORY

SITE-VISIT SCHEDULE

AND

SITE-VISIT CERTIFICATION FORMS

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

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

TUESDAY, NOVEMBER 29TH, 2016

- Paragraph 2.2.10 Queen Lane Water Treatment Plant (Fox Street and Queen Lane)
Tuesday, November 29th, 2016 at 8:30 AM
- Paragraph 2.2.1 Upper Roxborough - Cathedral Road Grass Strip Outside of Fence Line
Tuesday, November 29th, 2016 at 9:30 AM
- Paragraph 2.2.2 Upper Roxborough – Harner Street Grass Strip Outside of Fence Line
Tuesday, November 29th, 2016 at 9:45 AM
- Paragraph 2.2.3 Upper Roxborough – Hagy’s Mill Road Outside of Fence Line
Tuesday, November 29th, 2016 at 10:00 AM
- Paragraph 2.2.4 Upper Roxborough – Hagy’s Mill Road Inside of Fence Line
Tuesday, November 29th, 2016 at 10:15 AM
- Paragraph 2.2.5 Upper Roxborough – Harner Street Inside of Fence Line
Tuesday, November 29th, 2016 at 10:30 AM
- Paragraph 2.2.6 Upper Roxborough – Storage Reservoir (Port Royal Ave. between Harner St. and Hagy’s Mill Rd.)
Tuesday, November 29th, 2016 at 10:45 AM
- Paragraph 2.2.7 Upper Roxborough Clearwell (Port Royal Ave. between Harner St. and Hagy’s Mill Rd.)
Tuesday, November 29th, 2016 at 11:00 AM
- Paragraph 2.2.9 Lower Roxborough – Abandoned Sand Filters
Tuesday, November 29th, 2016 at 11:15 AM
- Paragraph 2.2.11 East Park Reservoir (33RD Street and Montgomery Ave. / Reservoir Slope (NE Basin) / NE Basin Fence Line / Remaining Fence Line(s) / Former Tank Pen Roadway Behind W/S Basins)
Tuesday, November 29th, 2016 at 11:45 AM

WEDNESDAY, NOVEMBER 30th, 2016

- Paragraph 2.2.14 Baxter Courts (Pennypack Street and State Road)
Wednesday, November 30th, 2016 at 8:30 AM
- Paragraph 2.2.12 Oak Lane Reservoir (5th Street & Cheltenham Ave.)
Wednesday, November 30th, 2016 at 10:00 AM
- Paragraph 2.2.13 Belmont Water Treatment Plant
Wednesday, November 30th, 2016 at 11:30 AM
- Paragraph 2.2.21 Central Laboratory Grounds (1500 E. Hunting Park Avenue)
Wednesday, November 30th, 2016 at 1:00 PM
- Paragraph 2.2.22 Northeast Water Pollution Control Plant (3895 Richmond Ave)
Wednesday, November 30th, 2016 at 2:30 PM

THURSDAY, DECEMBER 1ST, 2016

- Paragraph 2.2.16.1 Torresdale Pumping Station (8601 State Road)
Thursday, December 1st, 2016 at 8:00 AM
- Paragraph 2.2.16.2 Torresdale Raw Water Pumping Station (5202 Pennypack Street)
Thursday, December 1st, 2016 at 8:30 AM
- Paragraph 2.2.16.3 Lardner's Point Pumping Station (5100 Levick Street)
Thursday, December 1st, 2016 at 9:15 AM
- Paragraph 2.2.15.1 Somerton Tanks (Tomlinson and Greinor Roads)
Thursday, December 1st, 2016 at 10:00 AM
- Paragraph 2.2.15.2 Fox Chase Tank / behind Burholme Park (Cottman and Central Avenue)
Thursday, December 1st, 2016 at 10:45 AM
- Paragraph 2.2.16.4 Fox Chase Pumping Station (Lardner Street and Oakley Street)
Thursday, December 1st, 2016 at 11:15 AM
- Paragraph 2.2.16.5 West Oak Lane Pumping Station (1901 68th Avenue)
Thursday, December 1st, 2016 at 12:00 PM
- Paragraph 2.2.19 Building Maintenance (29TH & Cambria Complex)
Thursday, December 1st, 2016 at 1:00 PM

FRIDAY, DECEMBER 2ND, 2016

- Paragraph 2.2.18.1 Rennard Street Pumping Station (1064 Rennard Street)
Friday, December 2nd, 2016 at 8:00 AM
- Paragraph 2.2.18.2 Lockhart Pumping Station (10778 Lockhart Road)
Friday, December 2nd, 2016 at 8:30 AM
- Paragraph 2.2.18.3 Mingo Creek Storm Water Pumping Station (7000 Penrose Avenue)
Friday, December 2nd, 2016 at 9:15 AM
- Paragraph 2.2.18.4 Central Schuylkill Pumping Station (600 University Avenue)
Friday, December 2nd, 2016 at 10:00 AM
- Paragraph 2.2.18.5 Neill Drive Pumping Station (4000 Neill Drive)
Friday, December 2nd, 2016 at 11:15 AM
- Paragraph 2.2.18.6 Sewer Maintenance Headquarters (Fox Street and Roberts Avenue)
Friday, December 2nd, 2016 at 12:00 PM
- Paragraph 2.2.23 Southeast Water Pollution Control Plant (25 Pattison Avenue)
Friday, December 2nd, 2016 at 1:00 PM
- Paragraph 2.2.20 Bio-Solids Recycling Center (7800 Penrose Ferry Road)
Friday, December 2nd, 2016 at 2:00 PM
- Paragraph 2.2.24 Southwest Water Pollution Control Plant (8200 Enterprise Ave.)
Friday, December 2nd, 2016 at 2:45 PM

MONDAY, DECEMBER 5TH, 2016

- Paragraph 2.2.17.1 Queen Lane Raw Water Pumping (4600 Ridge Avenue)
Monday, December 5th, 2016 at 9:00 AM
- Paragraph 2.2.17.2 Roxborough High Service Pumping Station (434 Dearnley Street)
Monday, December 5th, 2016 at 9:45 AM
- Paragraph 2.2.17.3 Belmont High Service Pumping Station (2500 Monument Road)
Monday, December 5th, 2016 at 11:00 AM
- Paragraph 2.2.17.4 Belmont Raw Water Pumping Station (1700 West River Drive)
Monday, December 5th, 2016 at 12:45 AM
- Paragraph 2.2.17.5 East Park Pumping Station (3199 Girard Avenue)
Monday, December 5th, 2016 at 1:30 PM
- Paragraph 2.2.17.6 Queen Lane Pumping Station (3595 Fox Street)
Monday, December 5th, 2016 at 2:30 PM

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Tuesday, November 29th, 2016** at the listed times specified below:

Queen Lane Water Treatment Plant
Expressway Slope

8:30 AM

Signature: _____

Michael McMahon

(Fox Street and Queen Lane)

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Tuesday, November 29th, 2016** at the listed times specified below:

Upper Roxborough - Cathedral Road Grass Strip Outside of Fence Line	9:30 AM	Signature: _____ Michael McMahon
--	---------	-------------------------------------

Upper Roxborough – Harner Street Grass Strip Outside of Fence Line	9:45 AM	Signature: _____ Michael McMahon
---	---------	-------------------------------------

Upper Roxborough - Hagy's Mill Road Outside of Fence Line	10:00 AM	Signature: _____ Michael McMahon
--	----------	-------------------------------------

Upper Roxborough - Hagy's Mill Road Inside of Fence Line	10:15 AM	Signature: _____ Michael McMahon
---	----------	-------------------------------------

Upper Roxborough - Harner Street Inside of Fence Line	10:30 AM	Signature: _____ Michael McMahon
--	----------	-------------------------------------

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Tuesday, November 29th, 2016** at the listed times specified below:

Upper Roxborough – Storage Reservoir
(Port Royal Ave. between Harner St. and Hagy’s Mill Rd.)

10:45 AM

Signature: _____
Michael McMahan

Upper Roxborough – Clearwell
(Port Royal Ave. between Harner St. and Hagy’s Mill Rd.)

11:00 AM

Signature: _____
Michael McMahan

Lower Roxborough - Abandoned
Sand Filters

11:15 AM

Signature: _____
Michael McMahan

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Tuesday, November 29th, 2016** at the listed times specified below:

East Park Reservoir 33 RD Street and Montgomery Ave. Reservoir Slope (NE Basin) NE Basin Fence Line Remaining Fence Line(s) Former Tank Pen Roadway Behind W/S Basins	11:45 AM	Signature: _____ Michael McMahon
--	----------	-------------------------------------

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Wednesday, November 30th, 2016** at the listed times specified below:

Oak Lane Reservoir
5TH Street and Chelton Avenue

10:00 AM

Signature: _____
Michael McMahon

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department location on **Wednesday, November 30th, 2016** at the listed times specified below:

Central Laboratory Grounds
1500 E. Hunting Park Avenue

1:00 PM

Signature: _____

Brian Serbin

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

**SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)**

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department location on **Wednesday, November 30th, 2016** at the listed time specified below:

Northeast Water Pollution Control Plan
3895 Richmond Ave.

2:30 PM

Signature: _____

Michael Burns

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Thursday, December 1st, 2016** at the listed times specified below:

Torresdale Pumping Station 8601 State Road	8:00 AM	Signature: _____ Anthony Addesso
---	---------	-------------------------------------

Torresdale Raw Water Pumping Station 5202 Pennypack Street	8:30 AM	Signature: _____ Anthony Addesso
---	---------	-------------------------------------

Lardner's Point Pumping Station 5100 Levick Street	9:15 AM	Signature: _____ Anthony Addesso
---	---------	-------------------------------------

Somerton Water Tank Tomlinson Road & Greinor Road	10:00 AM	Signature: _____ Anthony Addesso
--	----------	-------------------------------------

Fox Chase Water Tank Cottman Ave. & Central Ave.	10:45 AM	Signature: _____ Anthony Addesso
---	----------	-------------------------------------

Fox Chase Pumping Station Lardner Street and Oakley Street	11:15 AM	Signature: _____ Anthony Addesso
---	----------	-------------------------------------

West Oak Lane Pumping Station 1901 68 th Avenue	12:00 PM	Signature: _____ Anthony Addesso
---	----------	-------------------------------------

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Thursday, December 1st, 2016** at the listed times specified below:

Building Maintenance
29TH & Cambria Complex

1:00 PM

Signature: _____
Frank Gaffney

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Friday, December 2nd, 2016** at the listed times specified below:

Rennard Street Pumping Station 1064 Rennard Street	8:00 AM	Signature: _____ Michael Hengstler Szymanik
---	---------	--

Lockhart Pumping Station 10778 Lockhart Road	8:30 AM	Signature: _____ Michael Hengstler
---	---------	---------------------------------------

Mingo Creek Storm Water Pumping Station 7000 Penrose Avenue	9:15 AM	Signature: _____ Michael Hengstler
---	---------	---------------------------------------

Central Schuylkill Pumping Station 600 University Avenue	10:00 AM	Signature: _____ Michael Hengstler
---	----------	---------------------------------------

Neill Drive Pumping Station 4000 Neill Drive	11:15 AM	Signature: _____ Michael Hengstler
---	----------	---------------------------------------

Sewer Maintenance Headquarters Fox Street and Roberts Avenue	12:00 PM	Signature: _____ Michael Hengstler
---	----------	---------------------------------------

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

**SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)**

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department location on **Friday, December 2nd, 2016** at the listed time specified below:

Southeast Water Pollution Control Plan
25 Pattison Avenue

1:00 PM

Signature: _____

Matthew Moses

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

**SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)**

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department location on **Friday, December 2nd, 2016** at the listed time specified below:

BioSolids Recycling Center
7800 Penrose Ferry Road

2:00 PM

Signature: _____
Eduardo Borges

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department location on **Friday, December 2nd, 2016** at the listed time specified below:

Southwest Water Pollution Control Plant 2:45 PM
8200 Enterprise Ave.

Signature: _____
Eduardo Borges

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

Bid Number: _____

Opening Date: _____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Monday, December 5th, 2016** at the listed times specified below:

Queen Lane Raw Water Pumping 4600 Ridge Avenue	9:00 AM	Signature: _____ Kevin Hower
---	---------	---------------------------------

Roxborough High Service Pumping Station 434 Dearnley Street	9:45 AM	Signature: _____ Kevin Hower
--	---------	---------------------------------

Belmont High Service Pumping Station 2500 Monument Road	11:00 AM	Signature: _____ Kevin Hower
--	----------	---------------------------------

Belmont Raw Water Pumping 1700 West River Drive	12:45 PM	Signature: _____ Kevin Hower
--	----------	---------------------------------

East Park Pumping Station 3199 Girard Avenue	1:30 PM	Signature: _____ Kevin Hower
---	---------	---------------------------------

Queen Lane Pumping Station 3595 Fox Street	2:30 PM	Signature: _____ Kevin Hower
---	---------	---------------------------------

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: _____

Address: _____

City/State/Zip Code: _____

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

ATTACHMENT

MAPS

**A HARD COPY F MAPS FOR ITEMS 2.2.1 THROUGH 2.2.24
ARE AVAILABLE BY CONTACTING THE PROCUREMENT
DEPARTMENT CUSTOMER SERVICE UNIT AT (215) 686-4755**

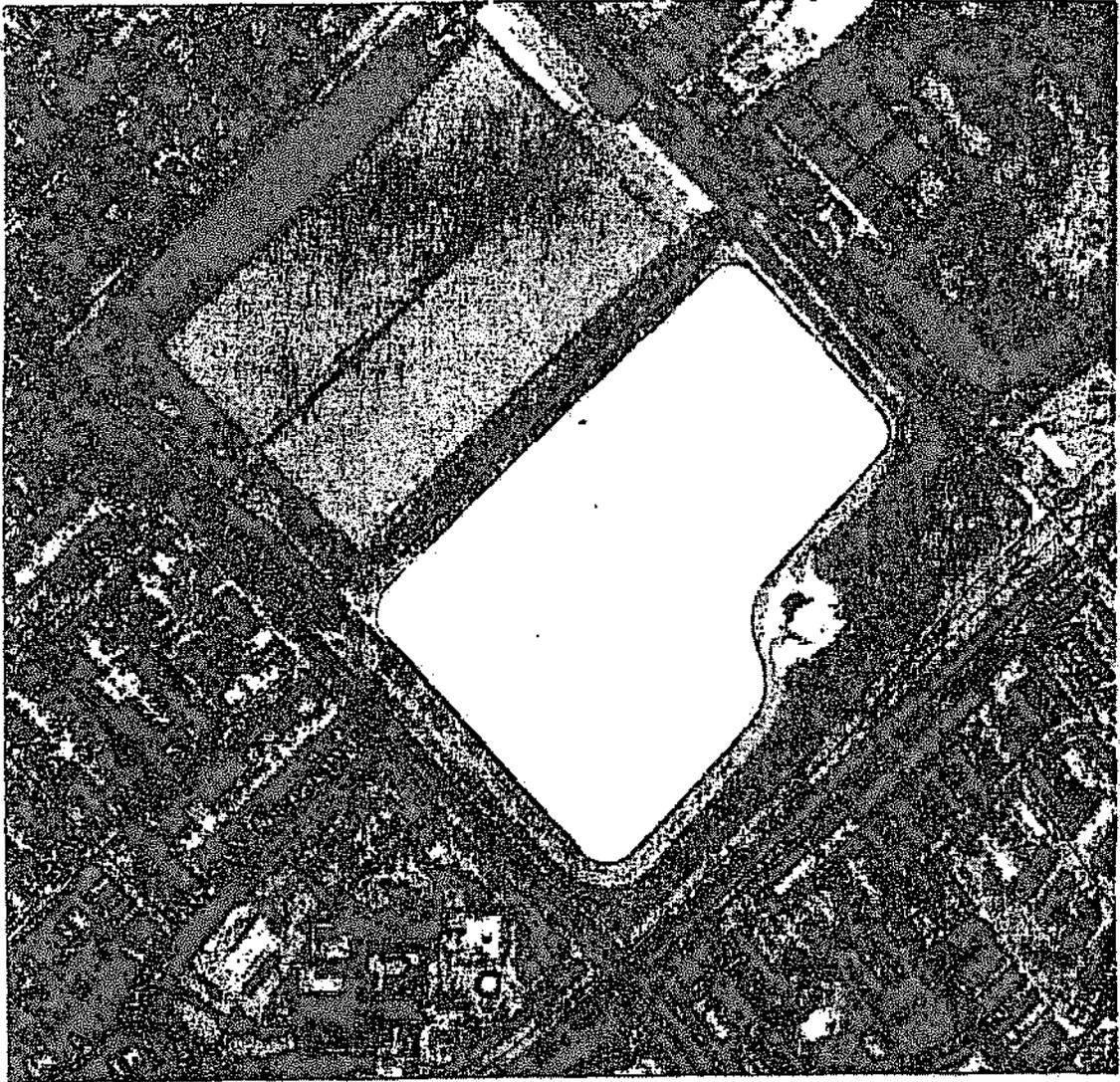
**ITEMS
[2.2.1 THROUGH 2.2.8]**



ITEM
[2.2.9]



ITEM
[2.2.10]



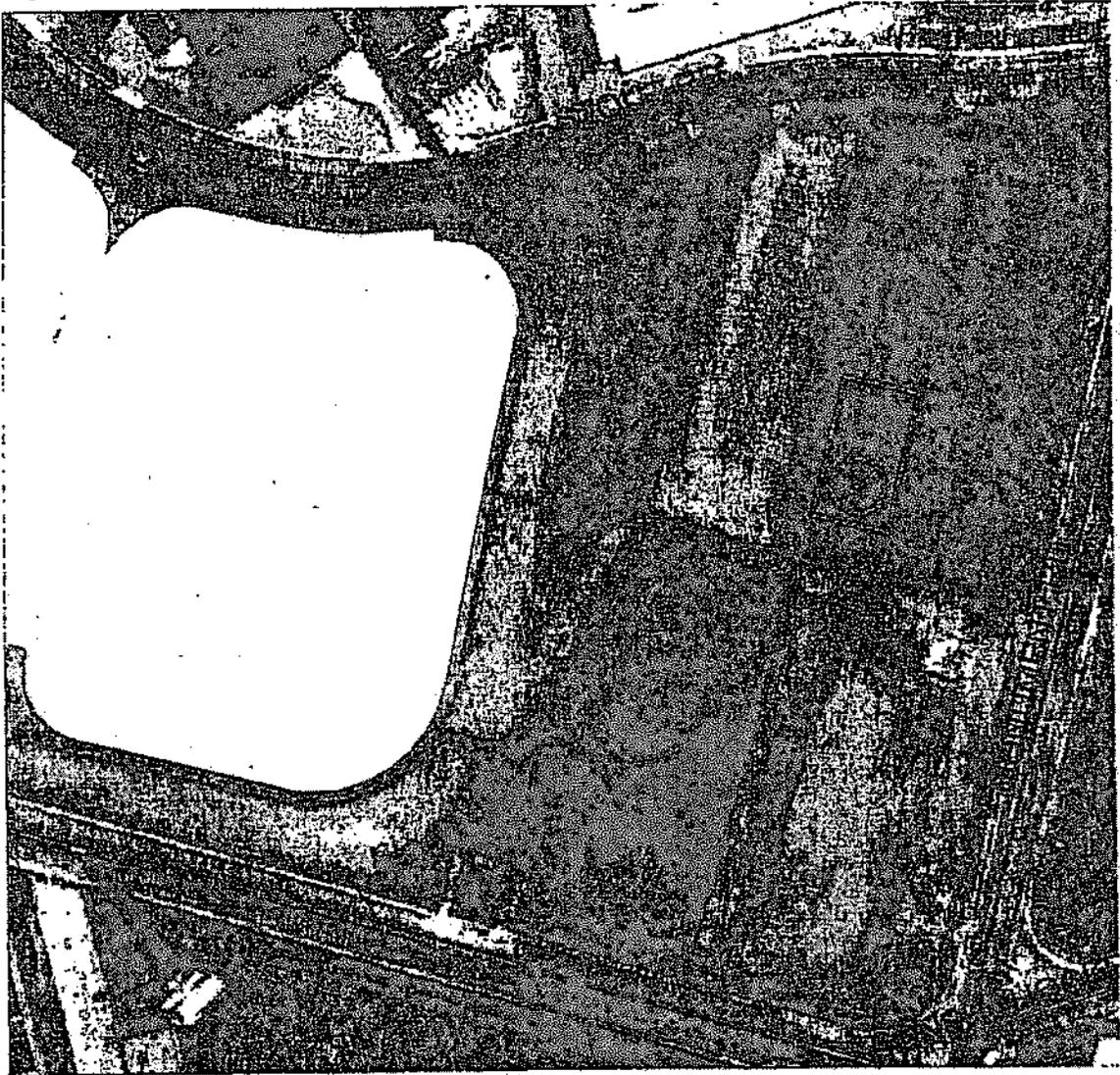
ITEMS
[2.2.11.1 THROUGH 2.2.11.6]



ITEM
[2.2.12]



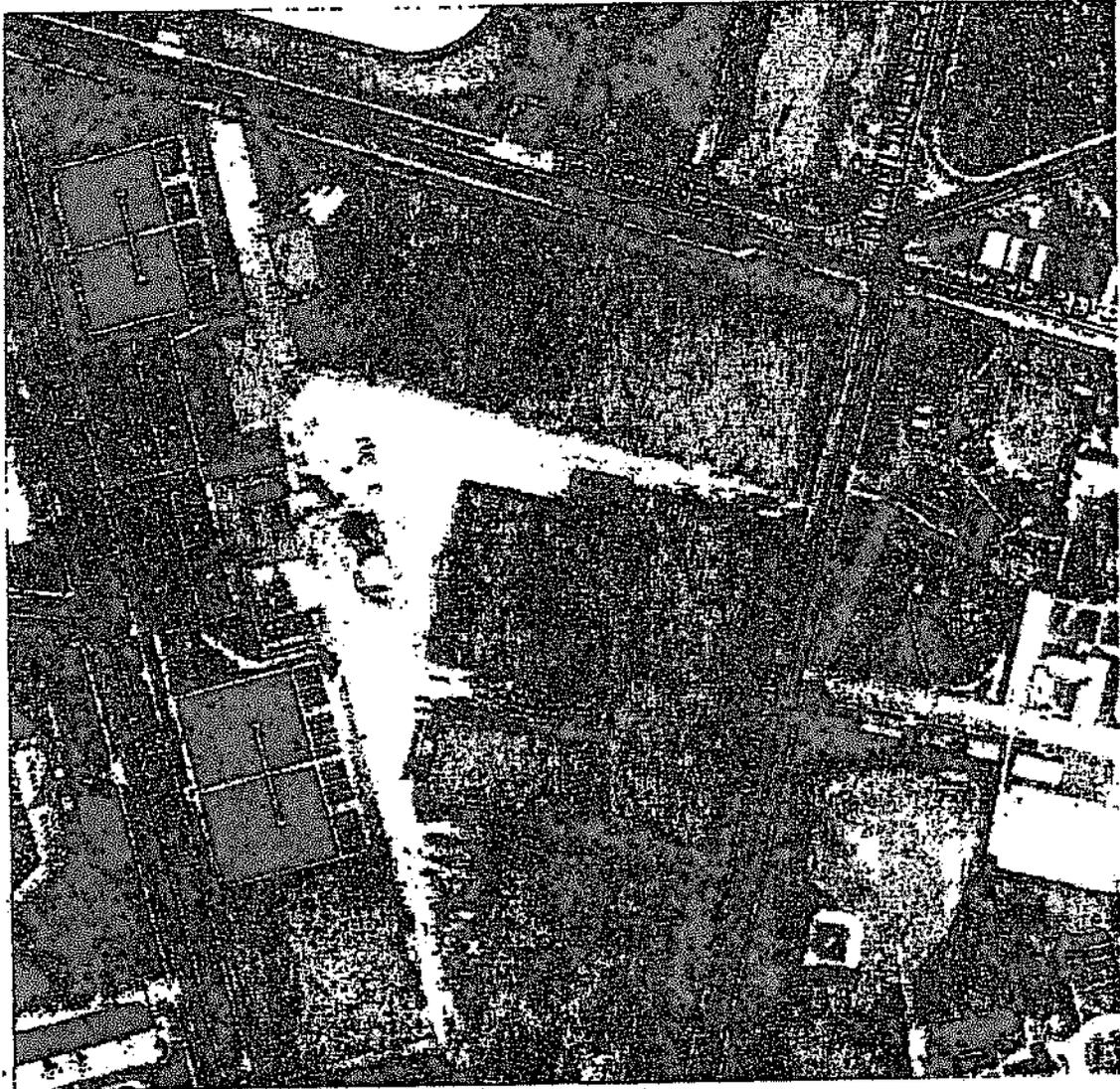
ITEM
[2.2.13.1]



ITEMS
[2.2.13.2 & 2.2.13.3]



ITEMS
[2.2.13.4, 2.2.13.5, 2.2.13.6]



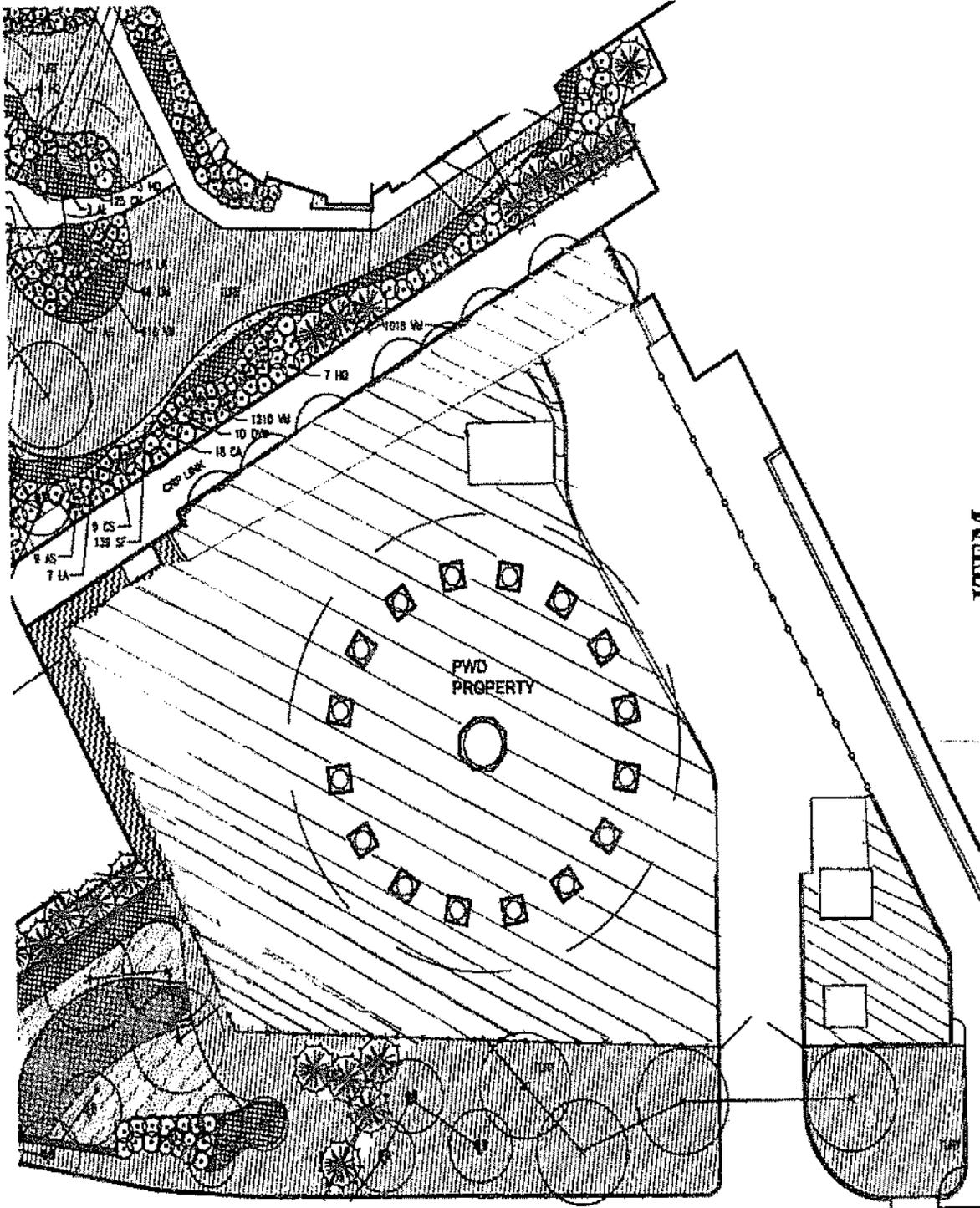
ITEMS
[2.2.14.1, 2.2.14.4, 2.2.14.5]



ITEMS
[2.2.14.2, 2.2.14.3]



FOX CHASE TANK

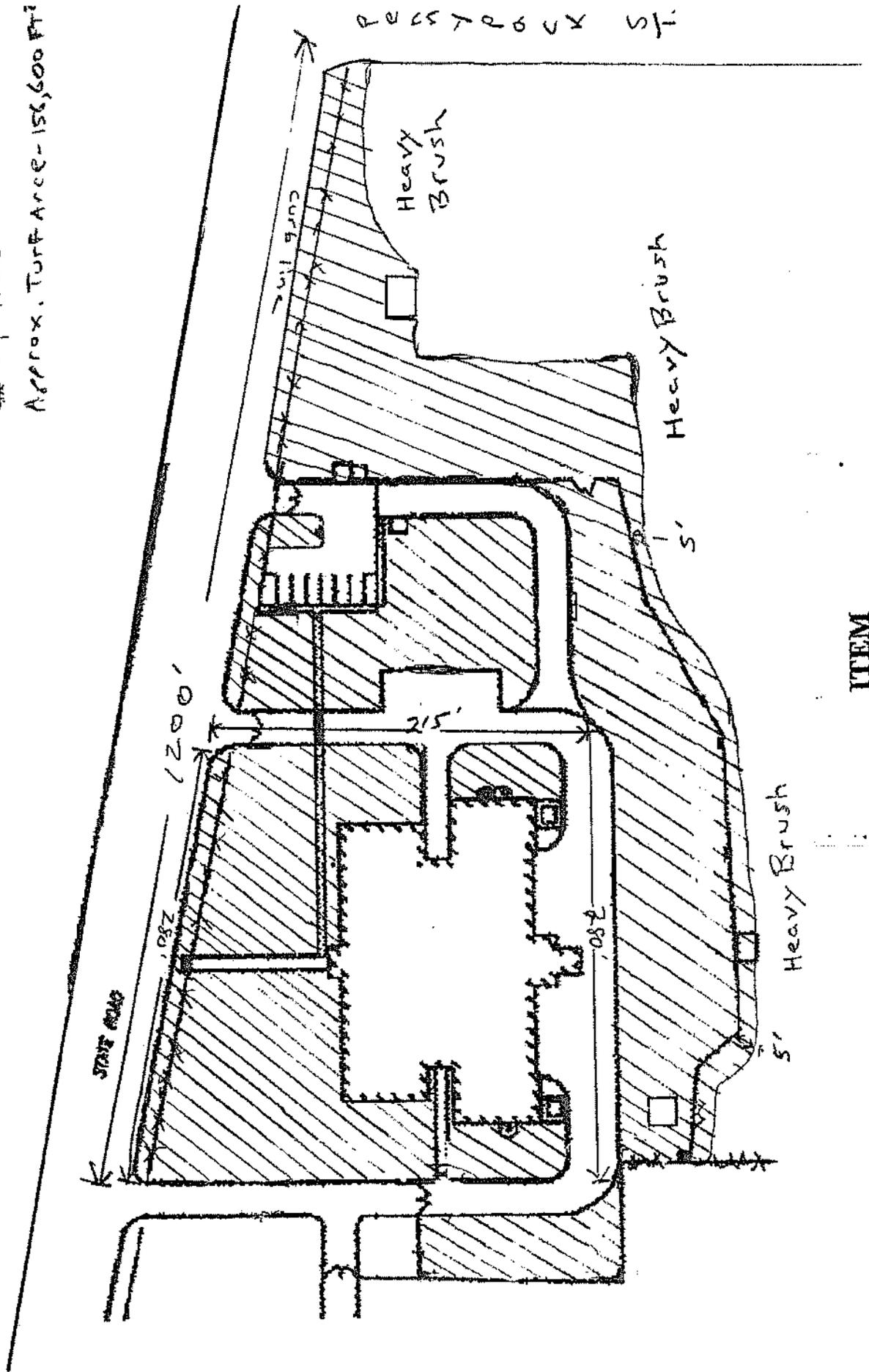


ITEM
[2.2.15.2]

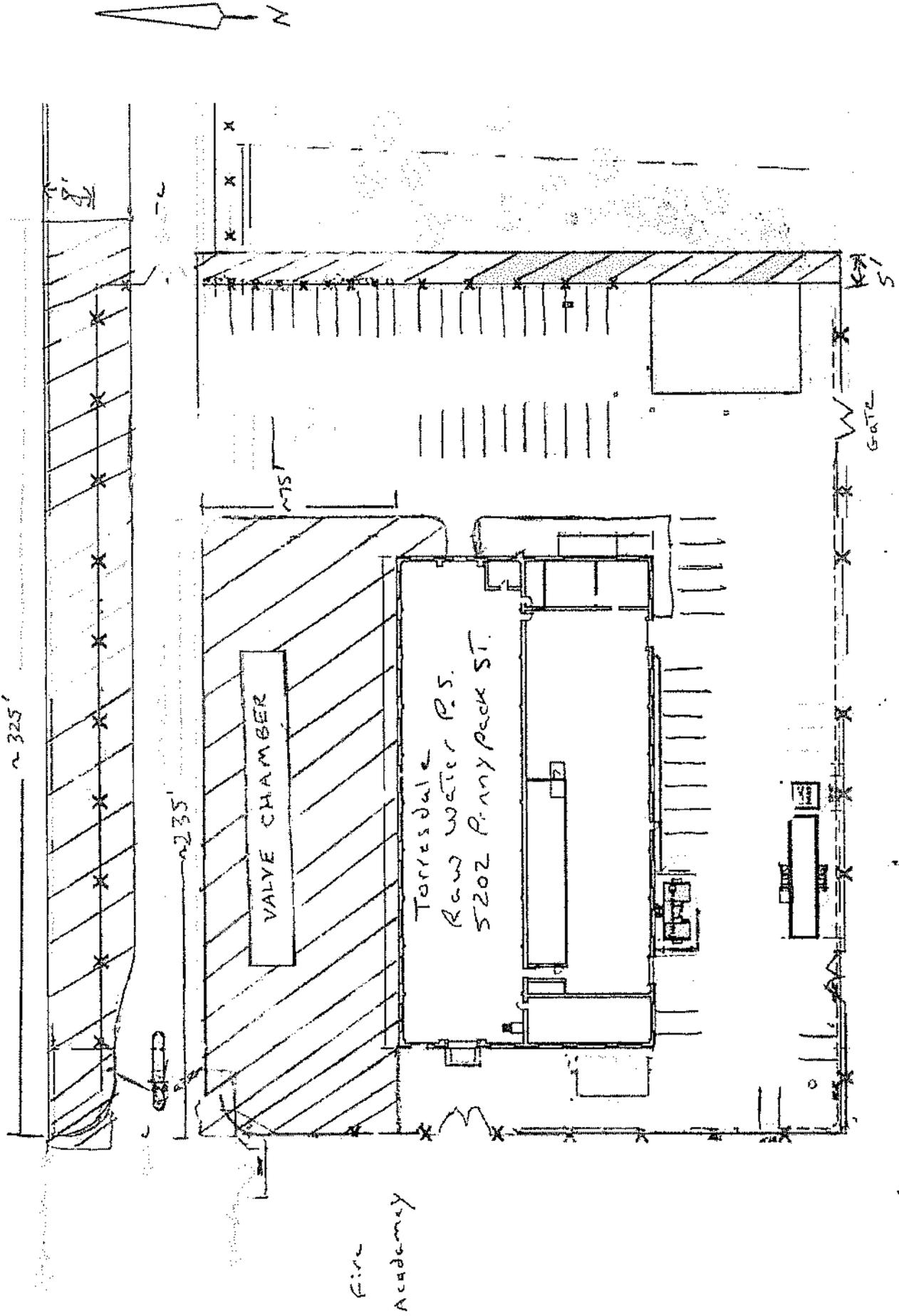
Torresdale f.w. P.S.
8601 STATE RD.

/// - TURF
** - FENCE

Approx. Turf Area - 156,600 FT²



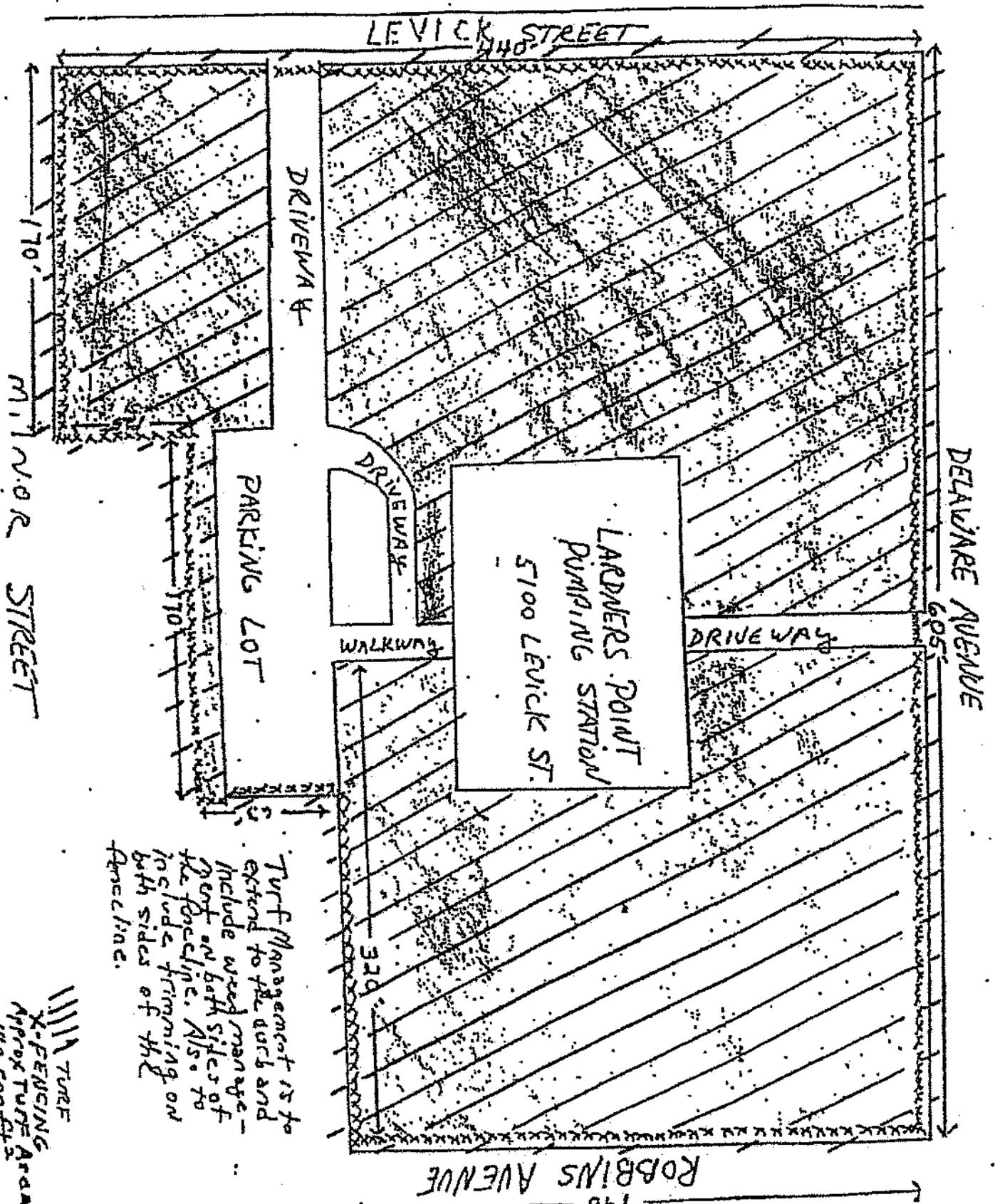
ITEM
[2.2.16.1]

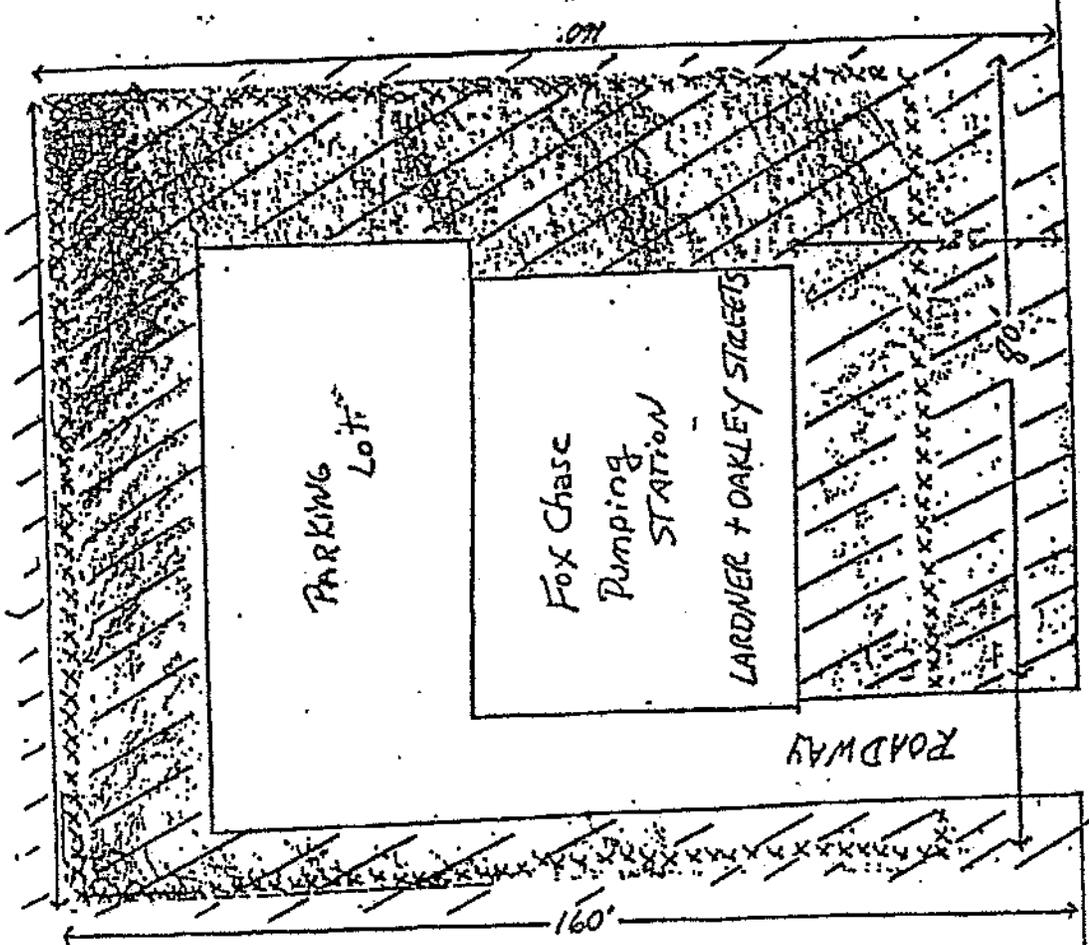


* Includes
 - 8' outside of North fence
 - 5' outside of East fence

ITEM
 [2.2.16.2]

ITEM
[2.2.16.3]



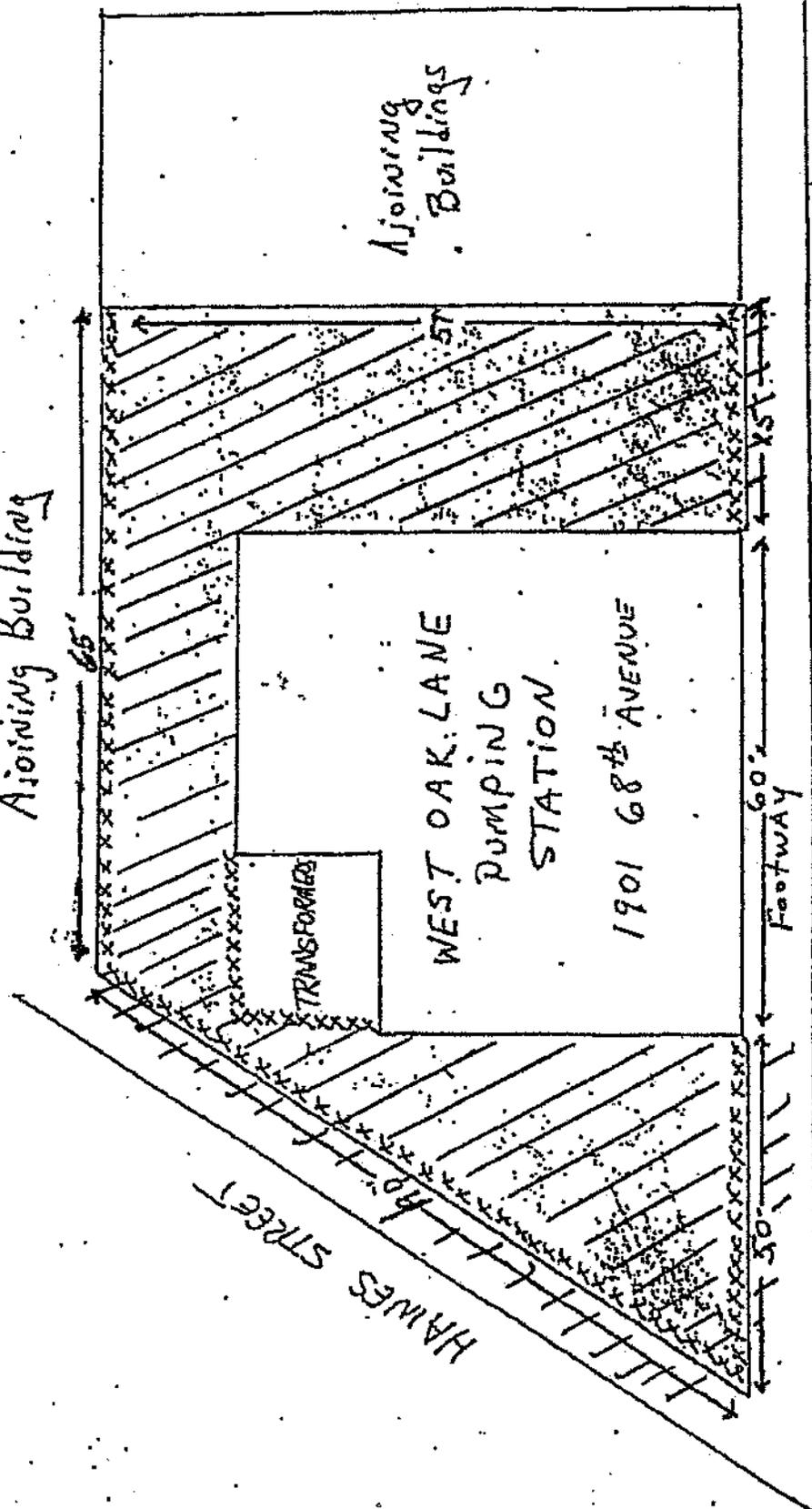


Turf Management is to extend to the curb, and including weed management at the curb. Turf at fencing is to be trimmed on both sides. All papers + debris is to be picked up + removed prior to cutting the turf.

ITEM	QTY
[2.2.16.4]	OAKLEY STREET

\\\ - TURF
 X - FENCING
 Approx Turf Area
 2550 sq ft

Adjoining Building



Ogontz Avenue

Adjoining Buildings

68th AVENUE

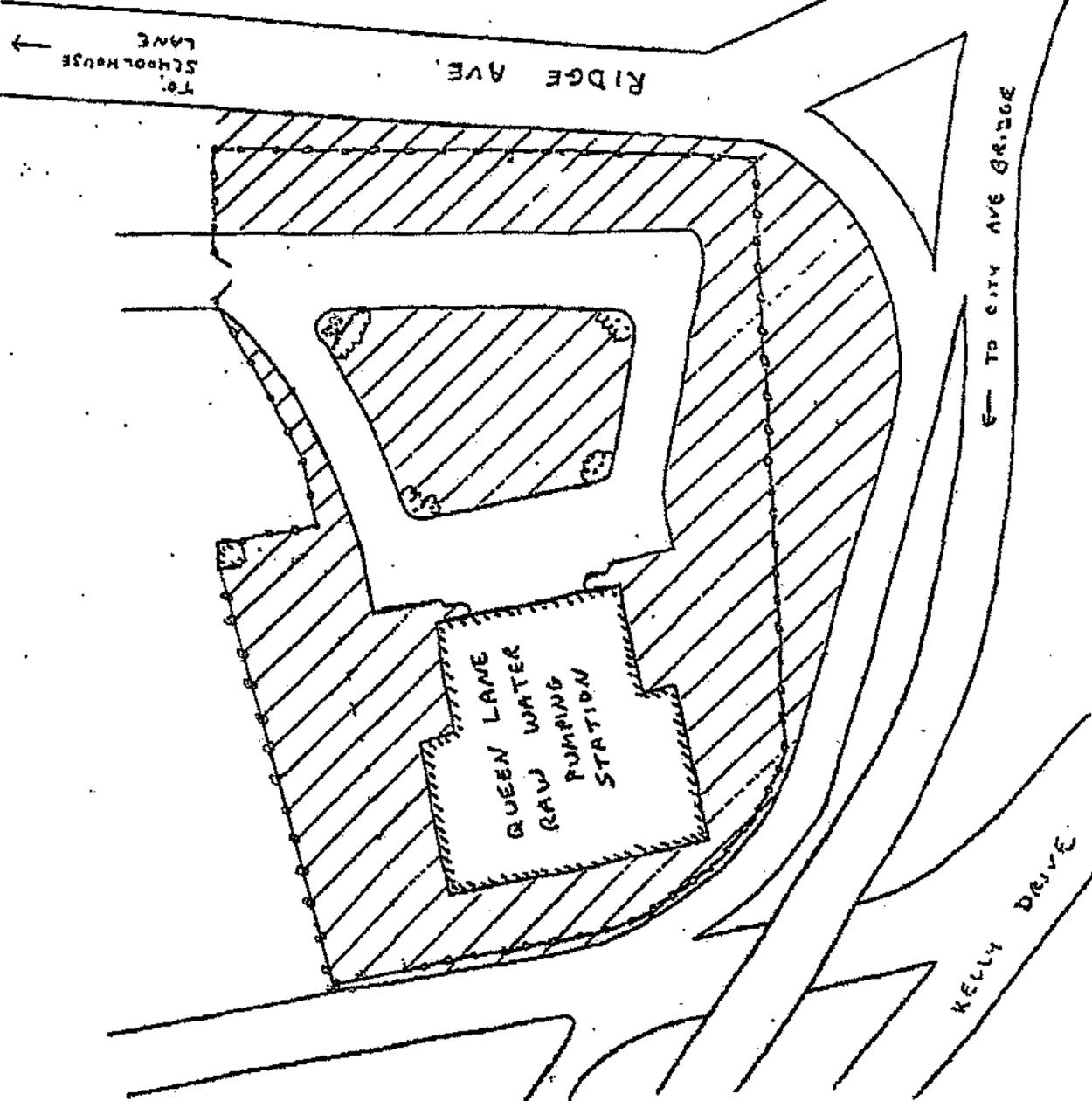
Turf Management is to extend to the curb line, and include weed control at the curb and on the sidewalk. Turf trimming is required on both sides of fencing, except on the 65' side. All papers and debris is to be picked up and removed prior to cutting the turf.

\\\\\\\ TURF
 X FENCING
 Approx Turf Area
 1177 sq. ft.

ITEM [2.2.16.5]

ITEM
[2.2.17.1]

GRASS AREA
(SHOWN SHADED)
~ 99,500 FT²



SCHOOLHOUSE
LANE ←

RIDGE AVE

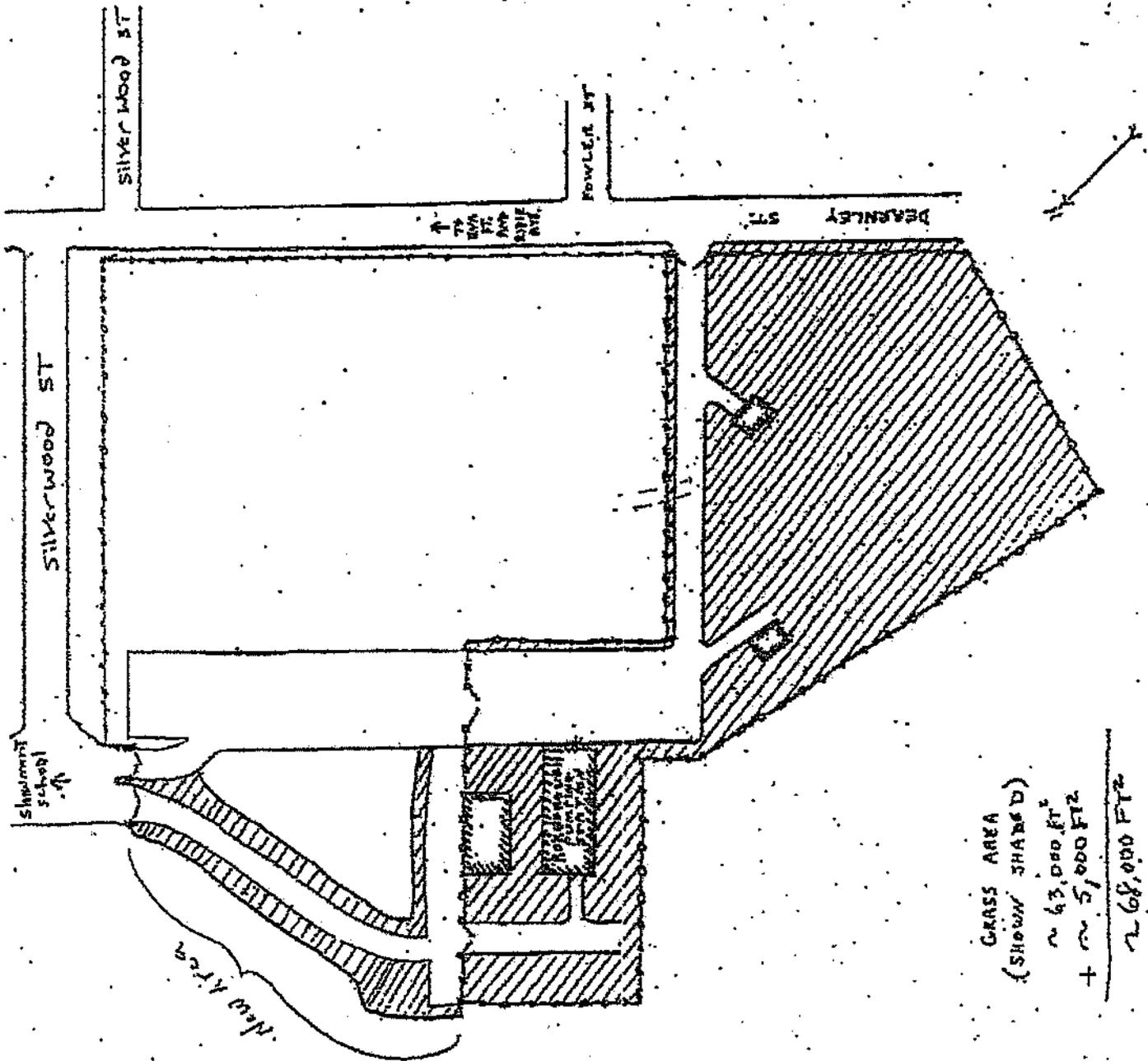
TO CITY AVE BRIDGE

QUEEN LANE
RAW WATER
PUMPING
STATION

KELLY DRIVE

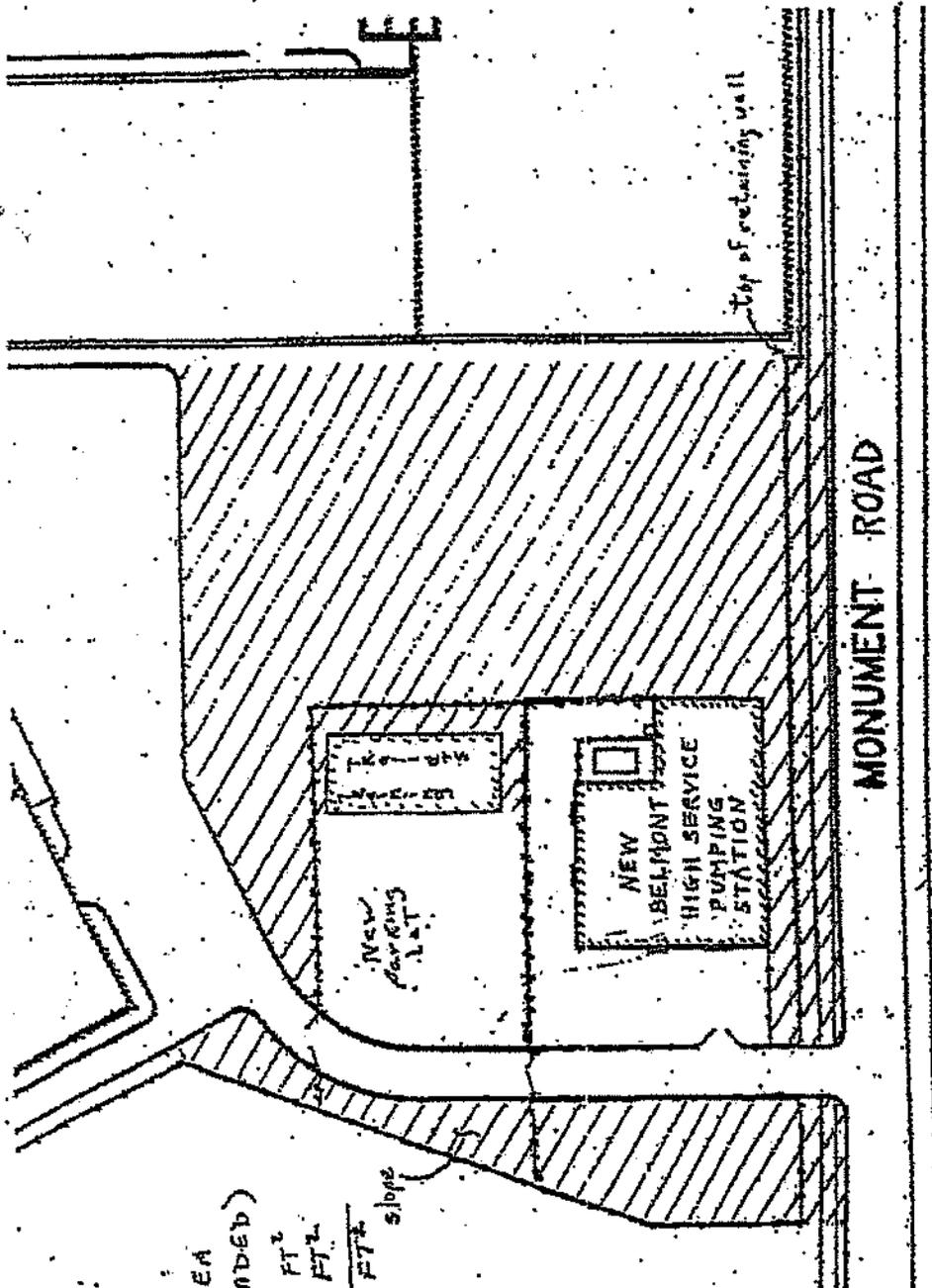
Roxborough
 High Service
 Pumping Station
 (Revised 11/7/83)

ITEM
 [2.2.17.2]



GRASS AREA
 (SHOWN SHAD'D)
 ~ 43,000 FT²
 + ~ 5,000 FT²
 ~ 48,000 FT²

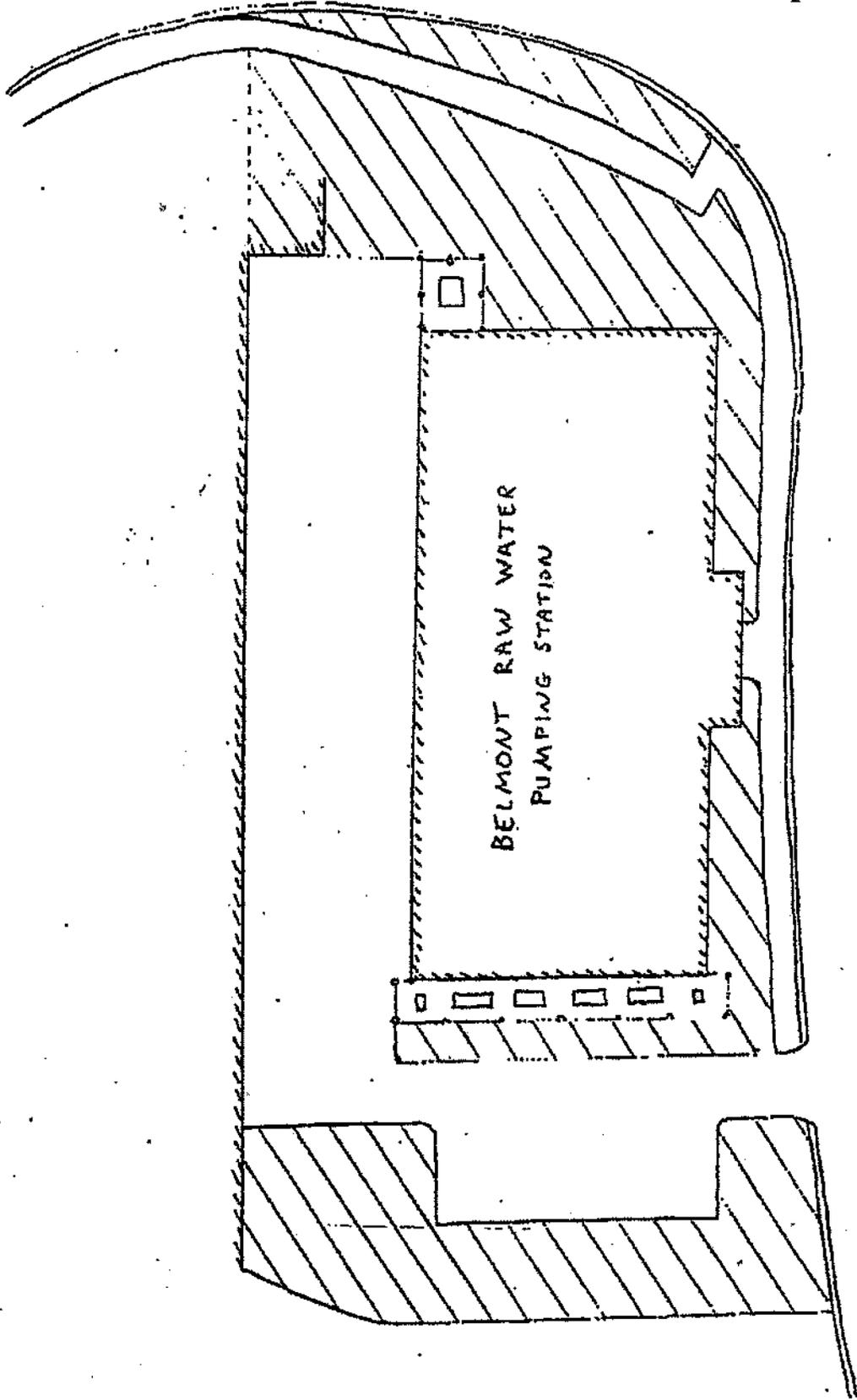
Belmont
High Service
Pumping Station
(Revised 1/17/03)



GRASS AREA
(SHOWN SHADED)
~ 96,000 FT²
~ 16,000 FT²
~ 80,000 FT² slope

ITEM
[2.2.17.3]

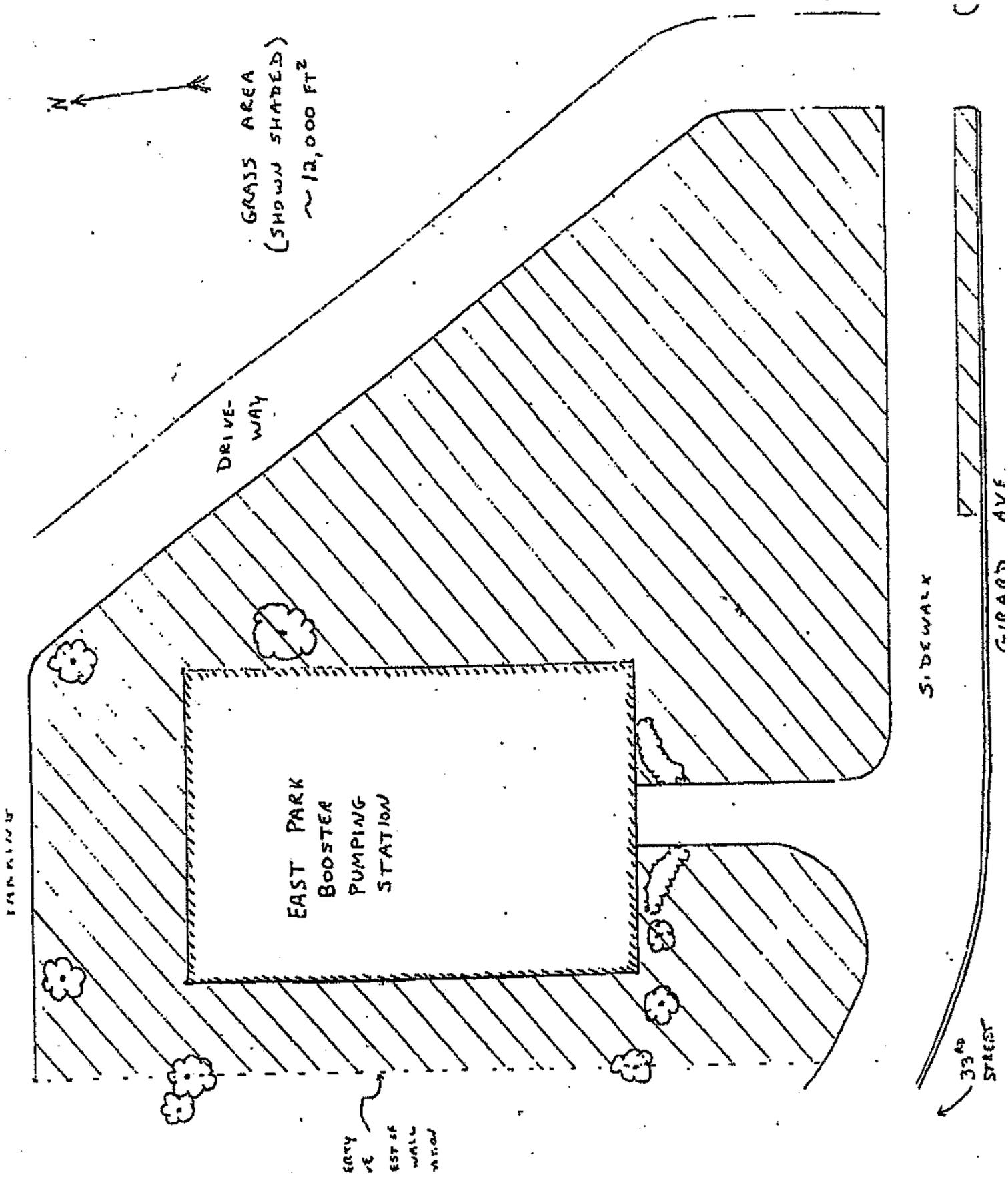
ITEM
[2.2.17.4]



BELMONT RAW WATER
PUMPING STATION

GRASS AREA
(SHOWN SHADED)
~ 15,000 FT²

ITEM
[2.2.17.5]



GRASS AREA
(SHOWN SHADED)
~12,000 FT²

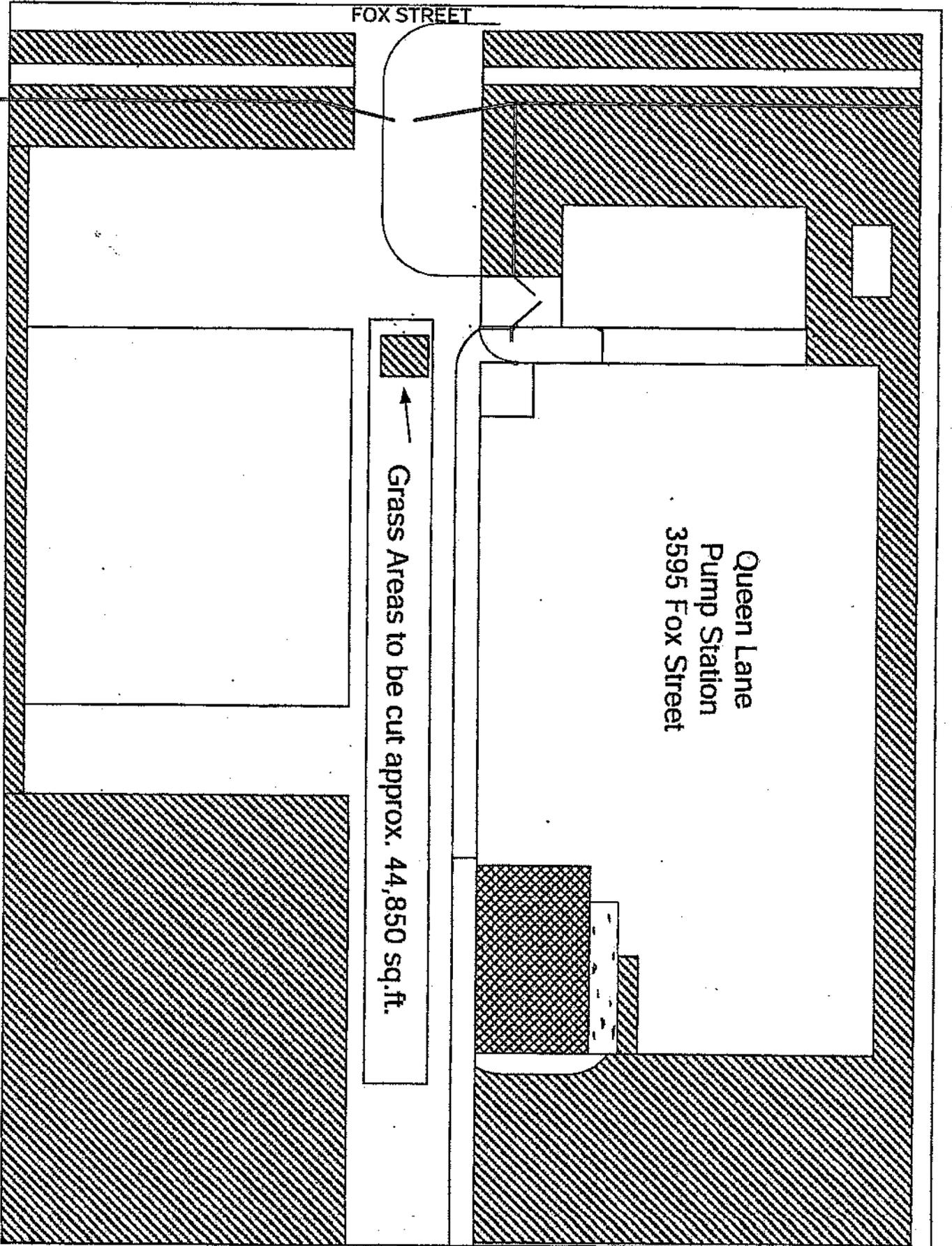
DRIVE-
WAY

EAST PARK
BOOSTER
PUMPING
STATION

SIDEWALK

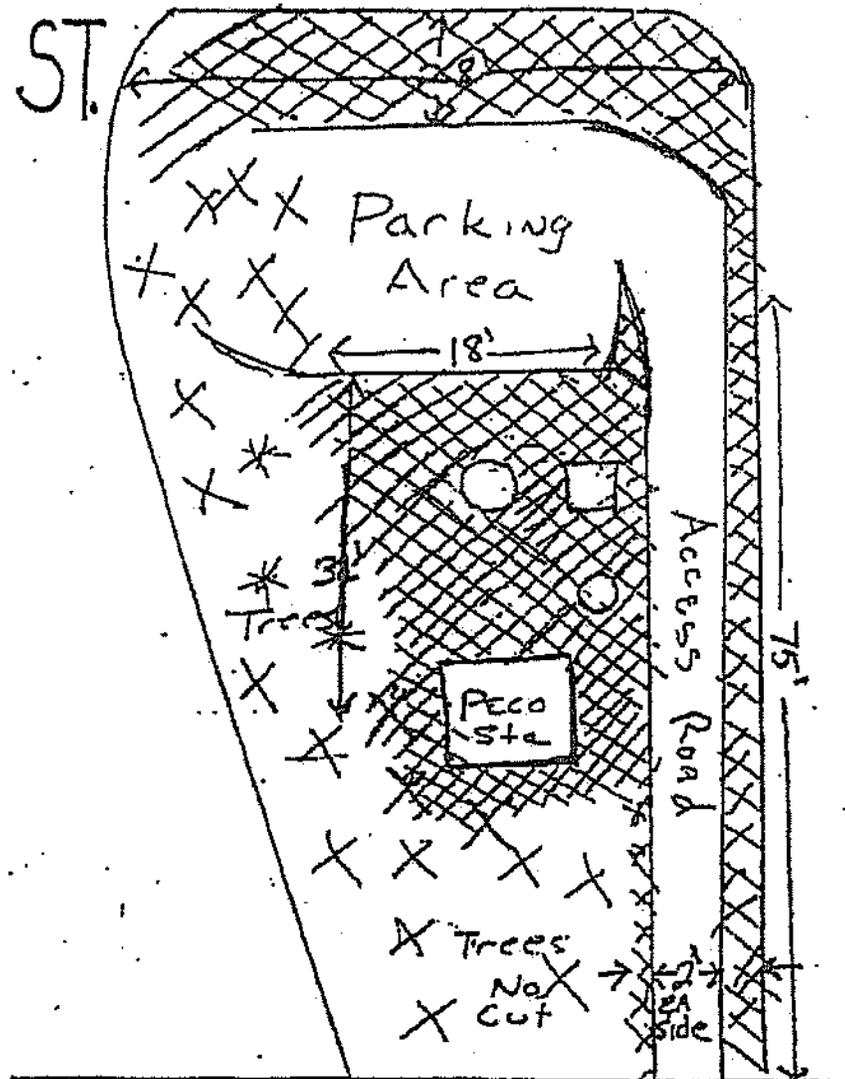
33RD
STREET

EST. OF
WALL
POSITION



ITEM
[2.2.18.1]

RENNARD ST. PUMPING STATION



Cut entire crosshatch area.

All measurements are of extremely irregular areas so sq. ft. measurements not given

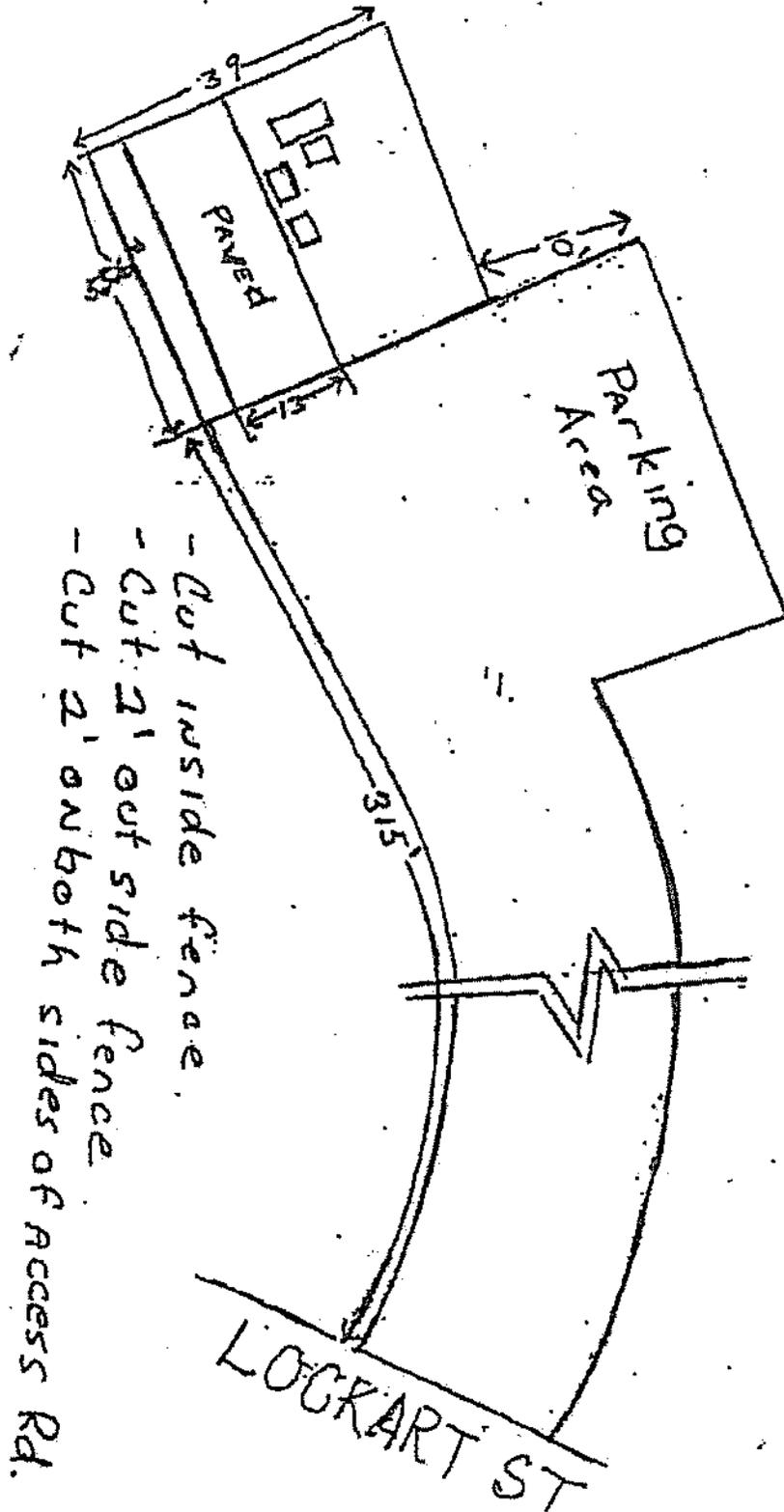
Shopping
Center

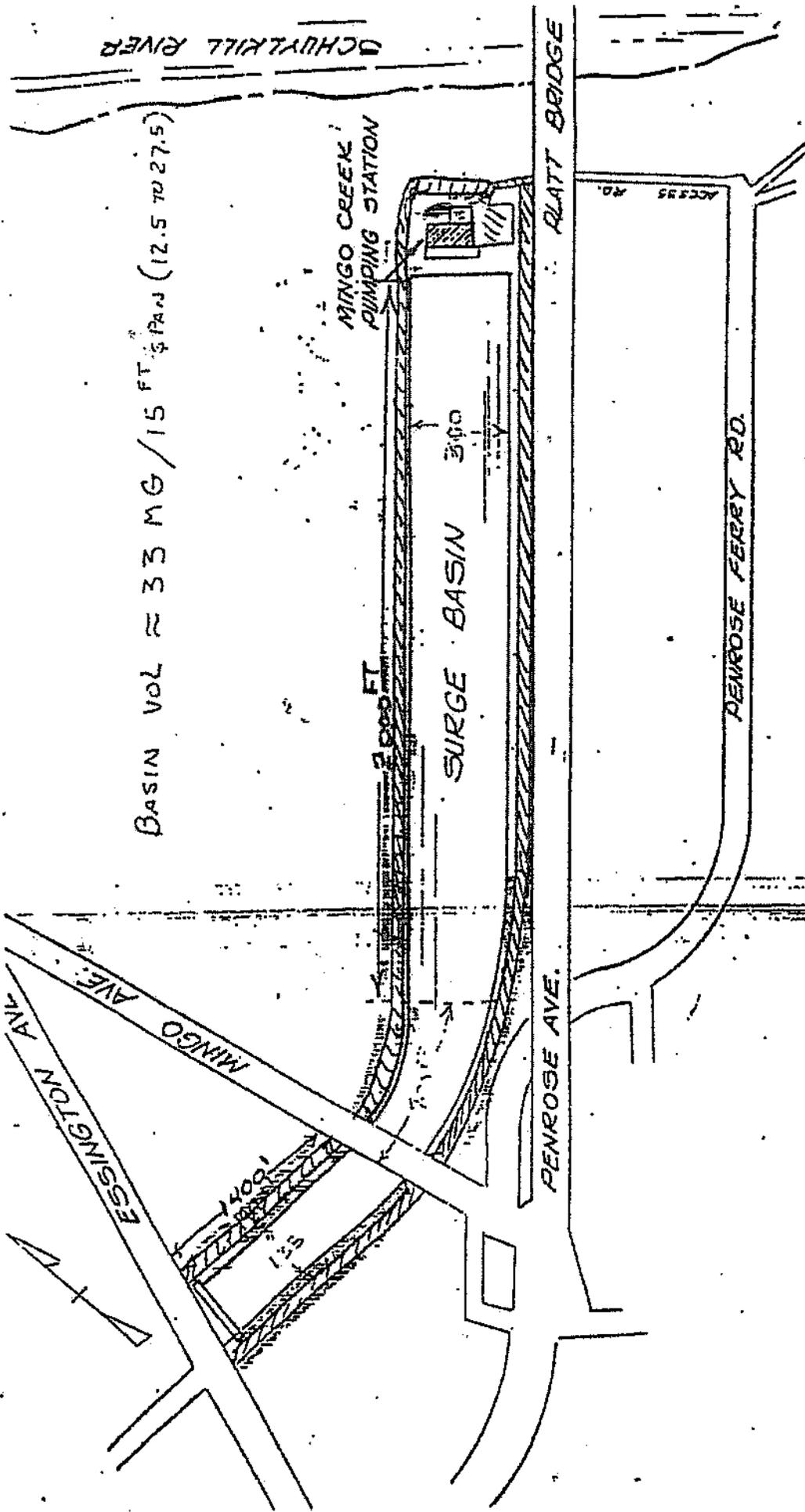
Rennard
St



ITEM
[2.2.18.2]

LOCKHART ST. PUMPING STATION





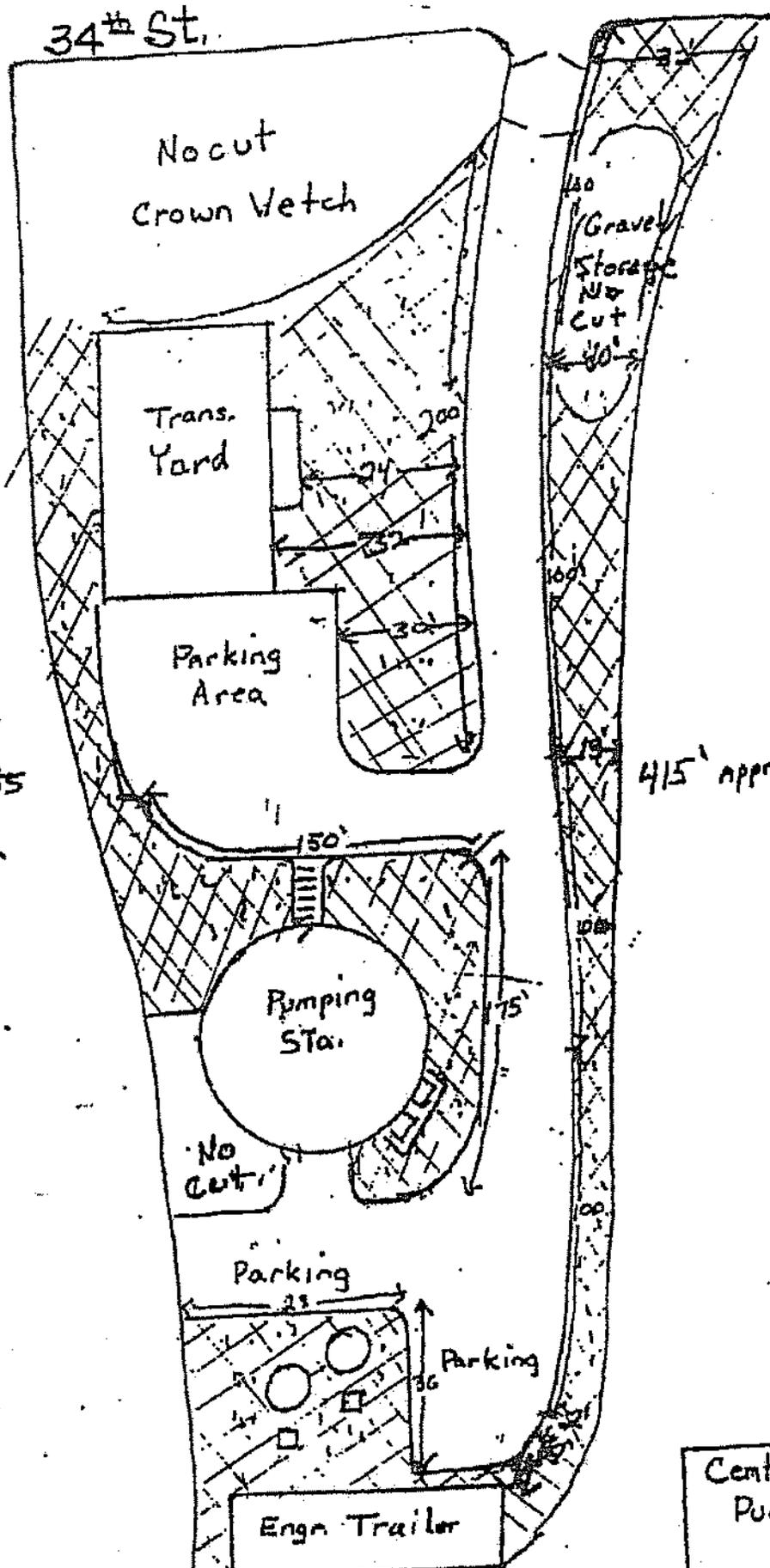
MINGO CREEK STORMWATER PUMPING STATION

LOCATION PLAN

- cut back 2' both sides of Road - Grass trees and where Reno meets curb -
- Both Basins -
- Around Pumping Station - Access Rd

ITEM [2.2.18.3]

CENTRAL SCHUYLKILL PUMPING STATION



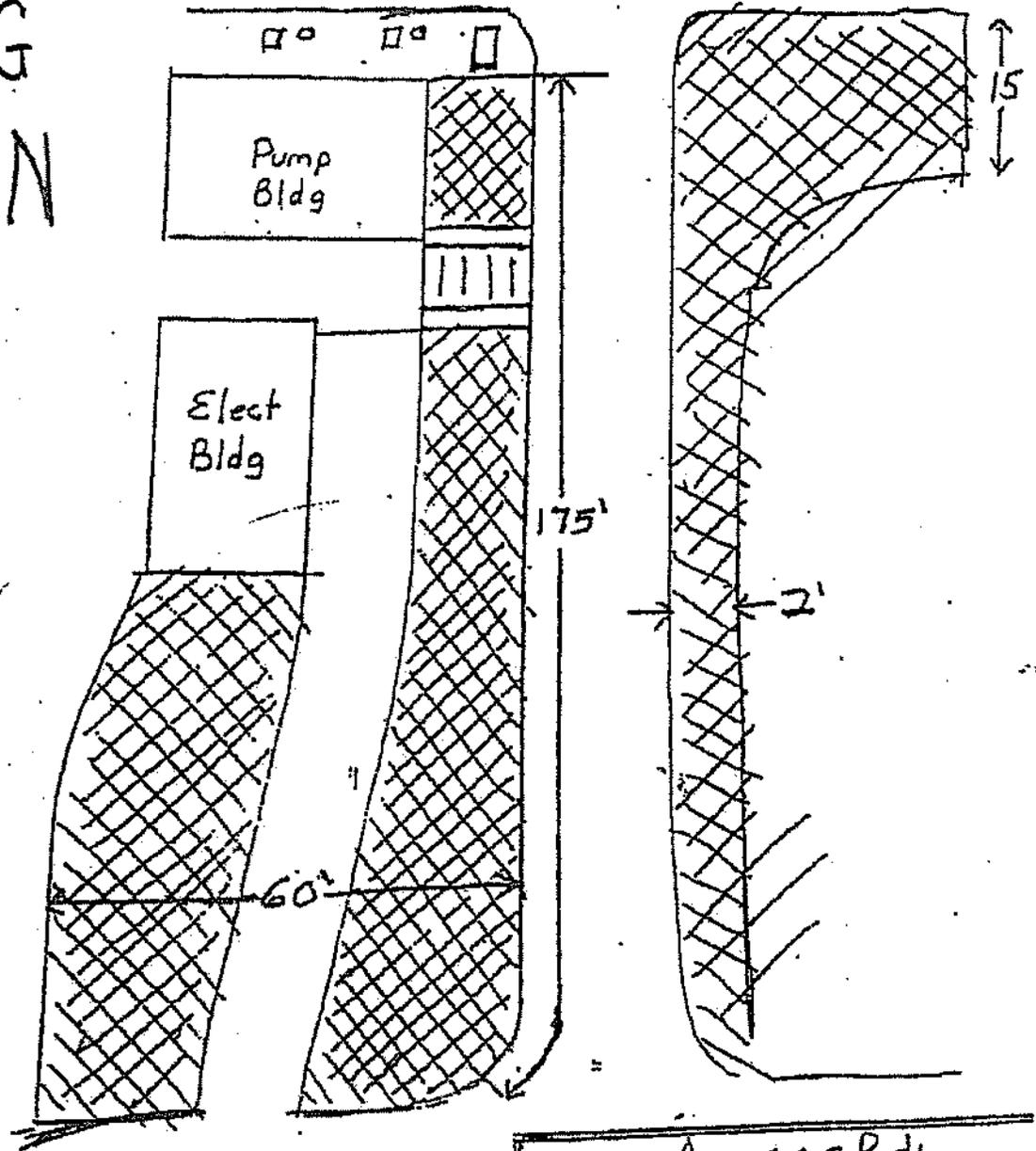
All Areas
Irregular -
Approximate
measurements
only for
estimation.

ITEM
[2.2.18.4]

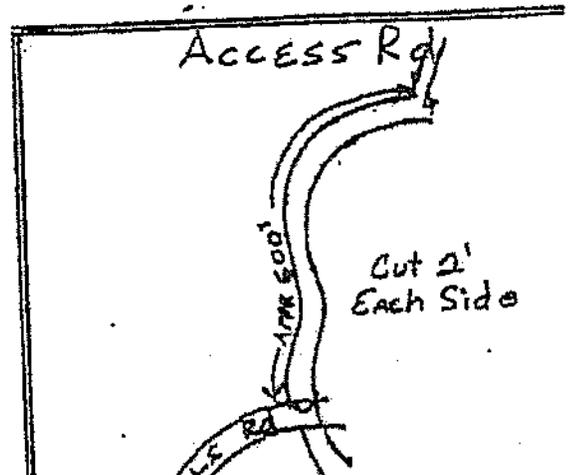
Central Schuylkill
Pumping Sta.

NEILL DR. PUMPING STATION

ITEM
[2.2.18.5]



Cut Crosshatch
Area



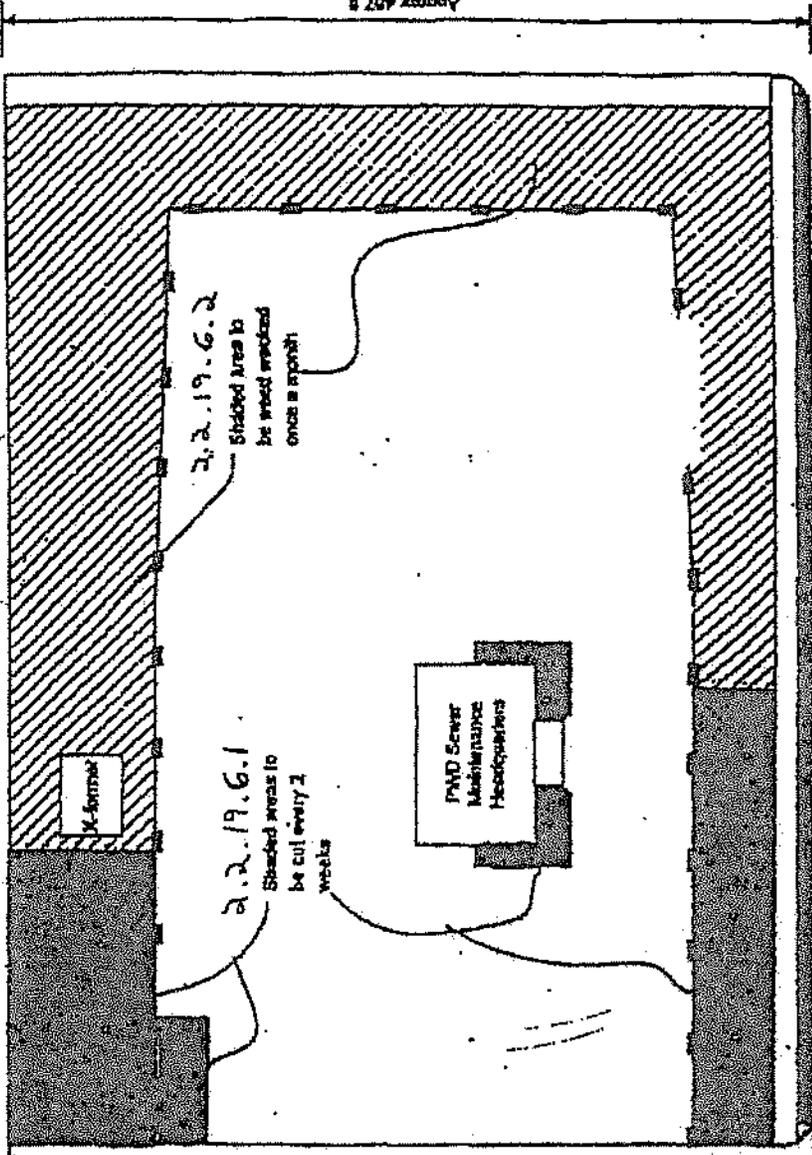
Stokley Street

268'



Approx. 602 ft

322' Alameda



Approx. 457 ft
Roberts Avenue

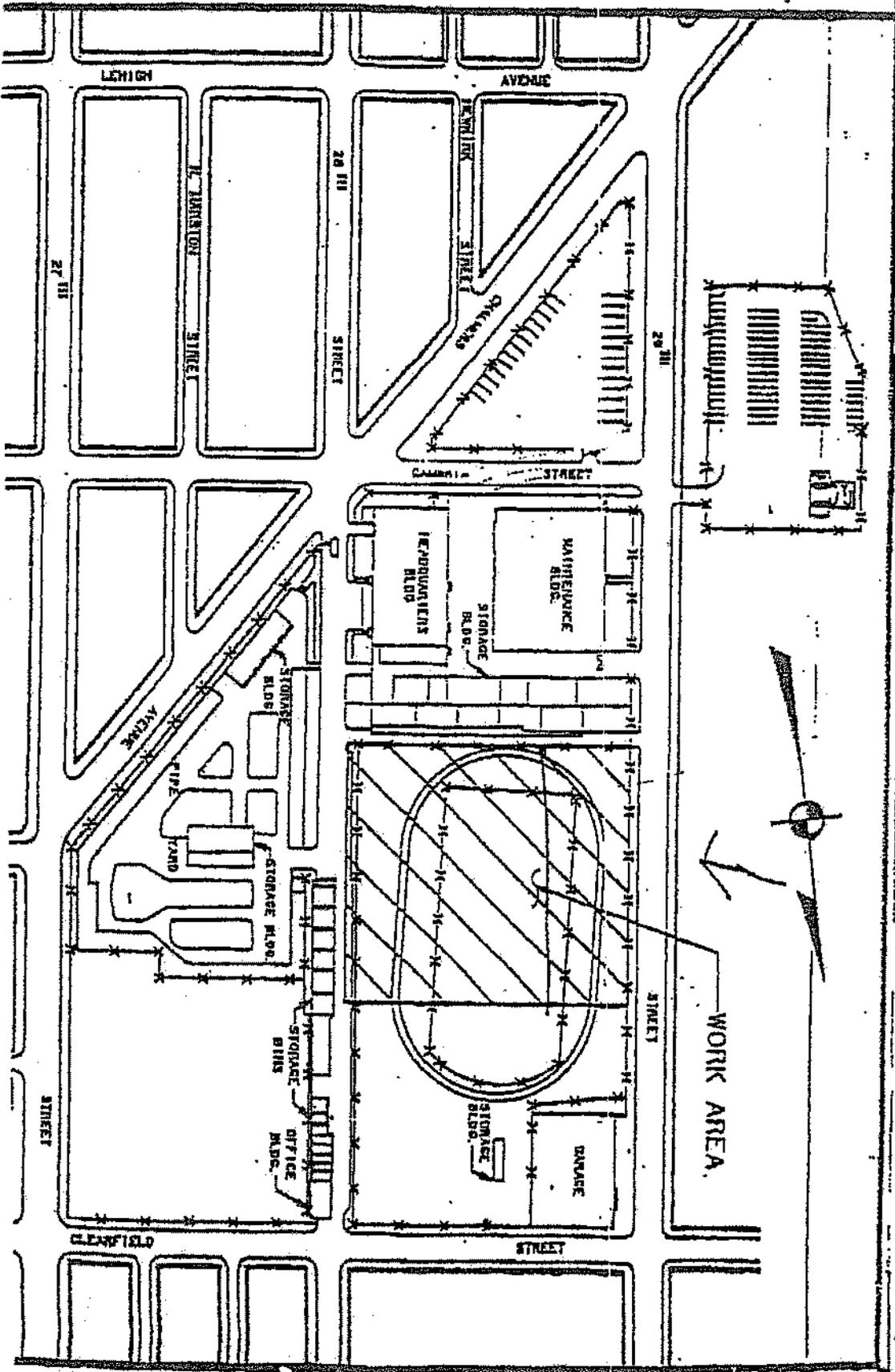


Fox Street

Sewer Maintenance
Headquarters - Fox & Roberts

ITEMS
[2.2.18.6.1 & 2.2.18.6.2]

ITEMS
[2.2.19.1, 2.2.19.2, 2.2.19.3]



ITEM
[2.2.19.4]

VEH

EXIST. STORAGE SHED AND LOADING DOCK

EXIST. BITUM. PAVED ACCESS ROAD

20' WIDE DOUBLE
SWING GATE

PIPERYARD
(240' X 130')

NEW 18' WIDE SWING GATE

EXIST. FENCE

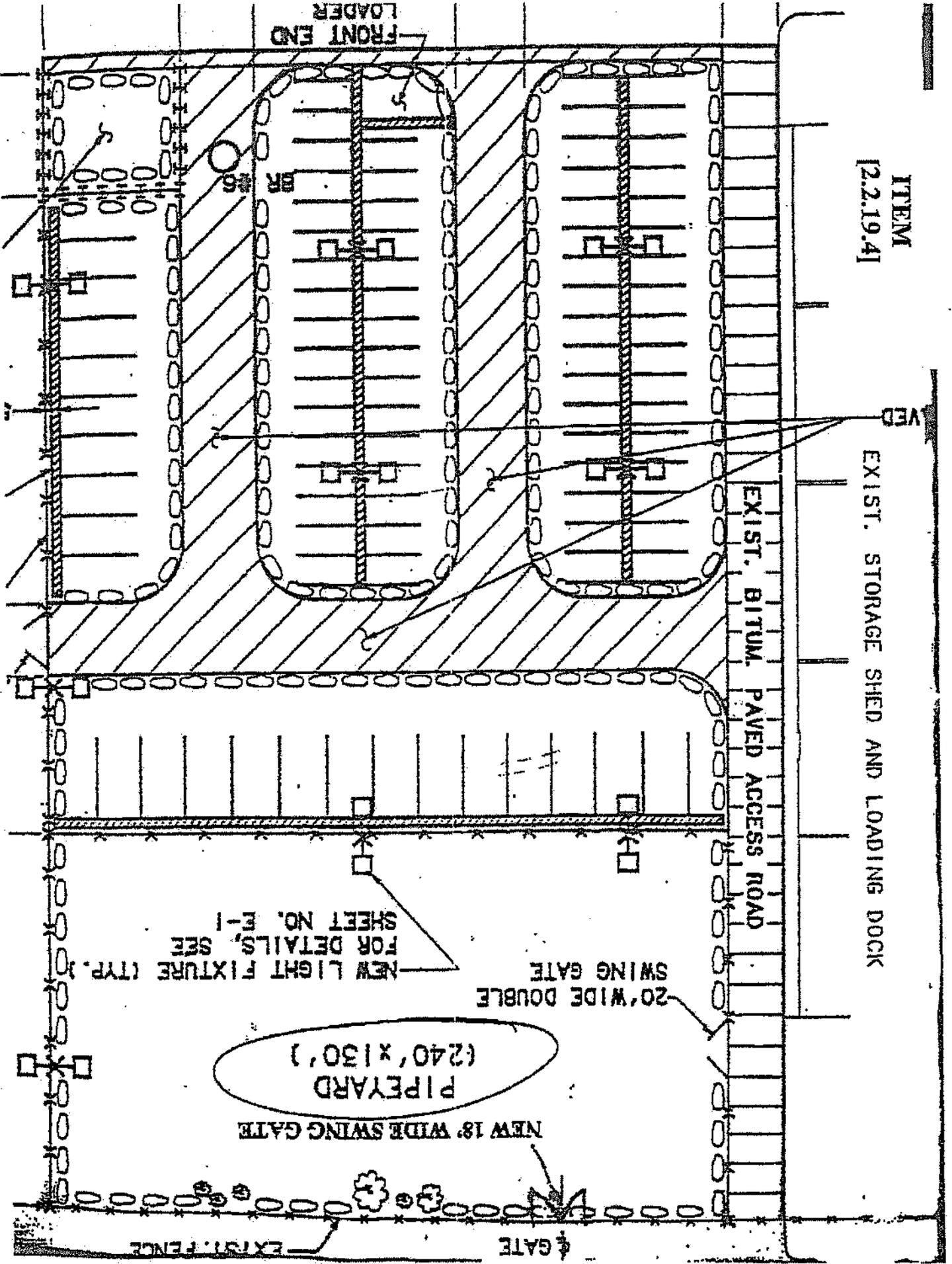
GATE

NEW LIGHT FIXTURE (TYP.)
FOR DETAILS, SEE
SHEET NO. E-1

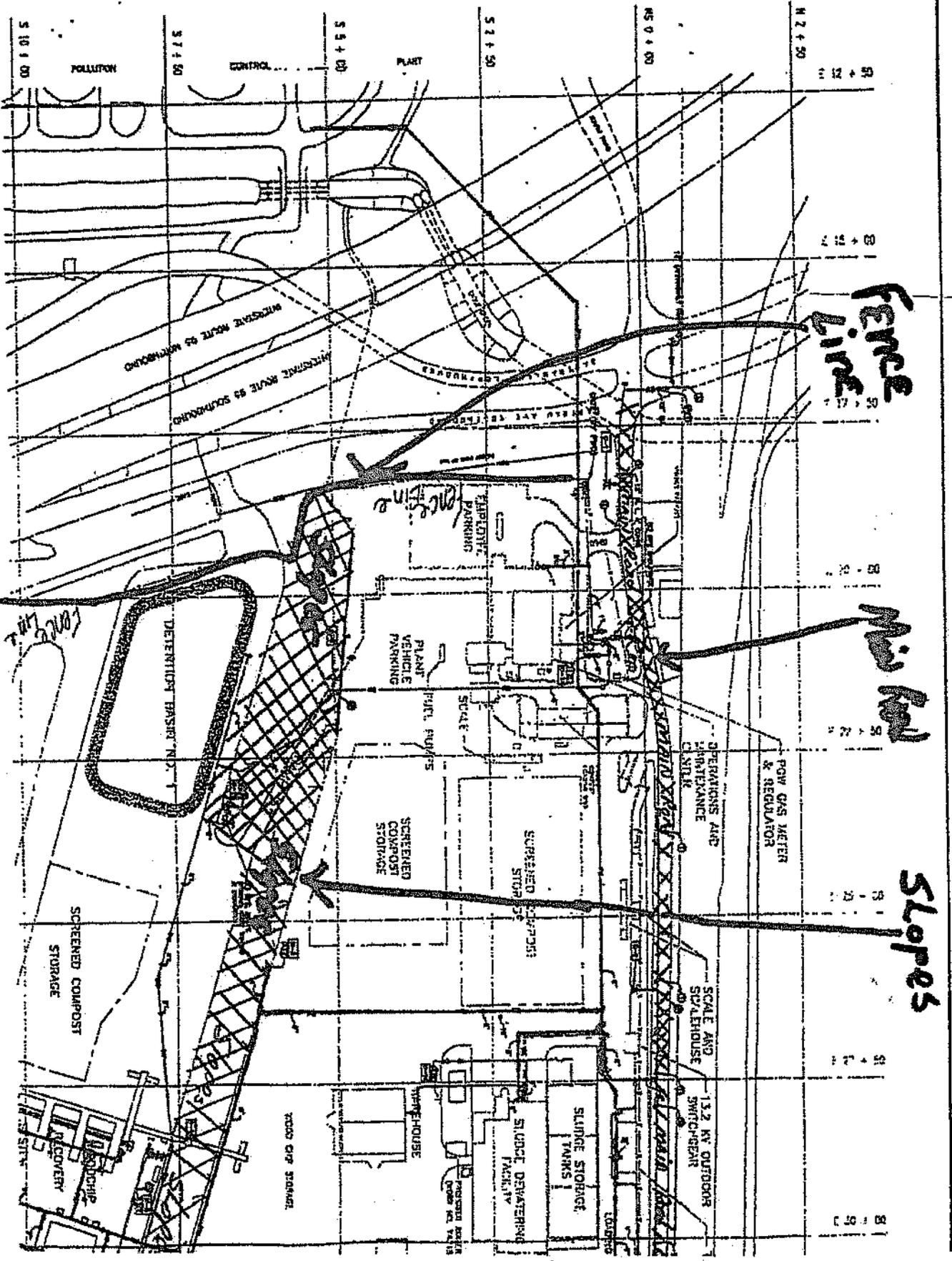
FRONT END
LOADER

BR

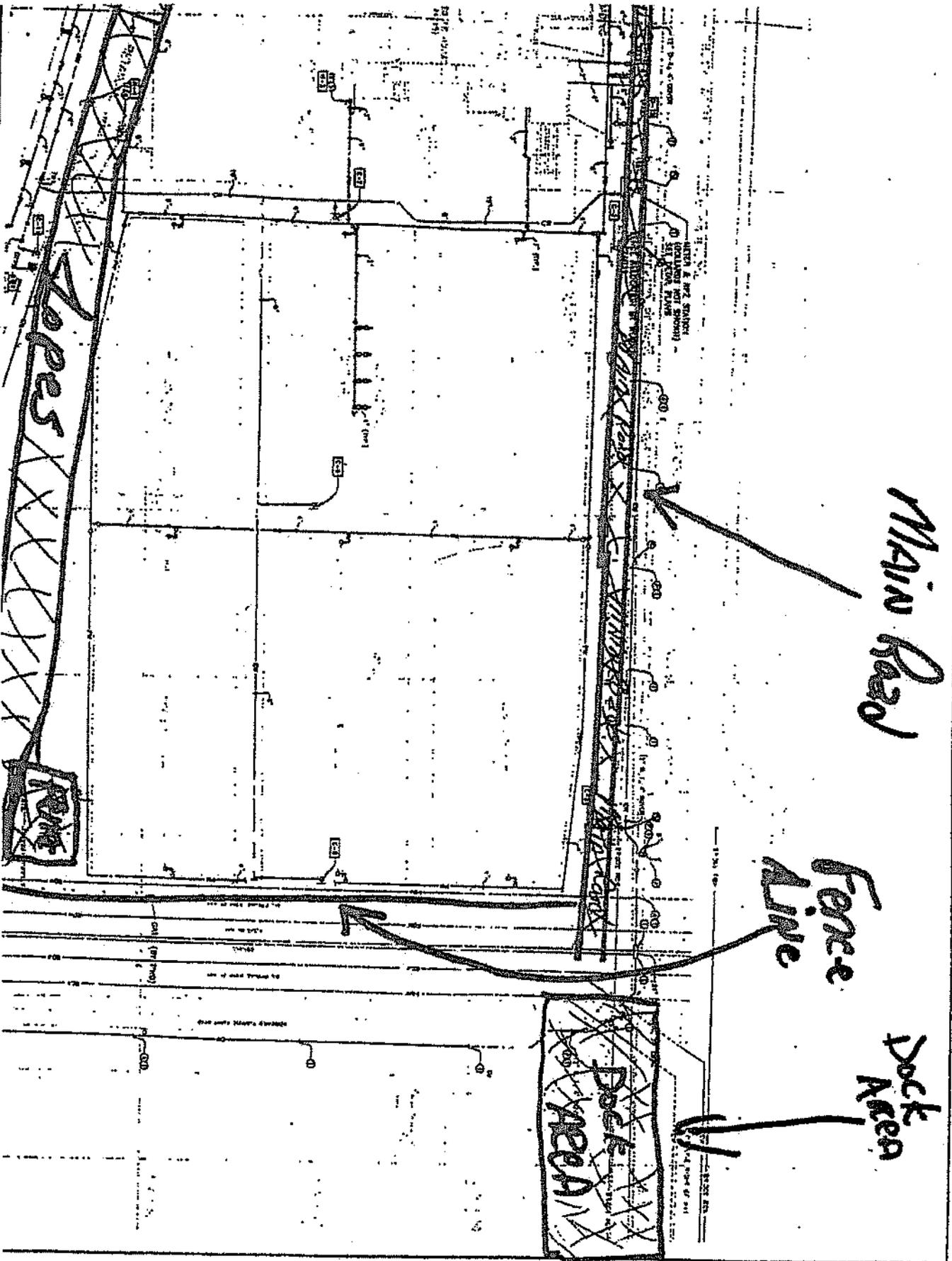
5



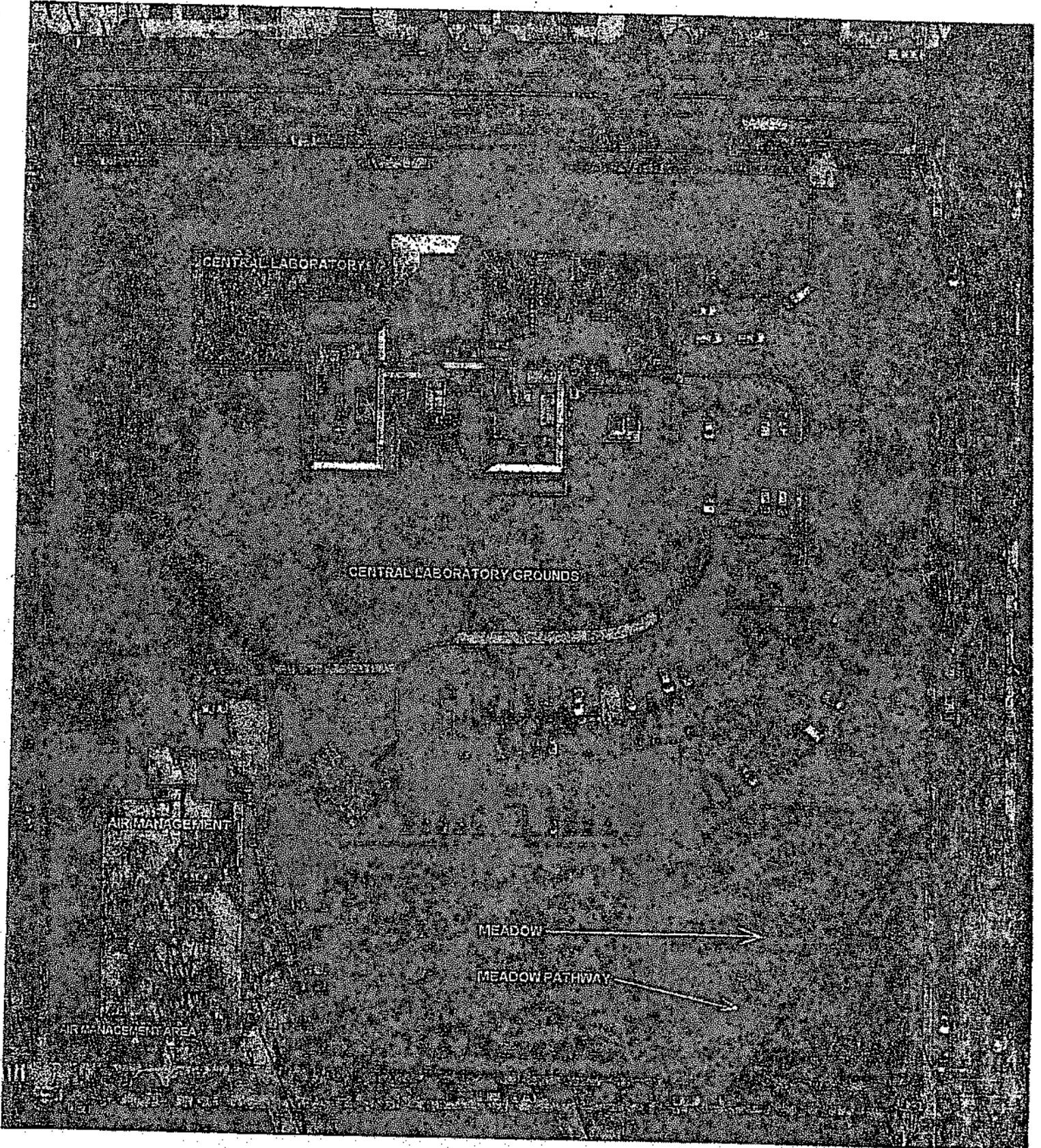
ITEM [2.2.20 (A)]



ITEM 2.2.20 (B)1

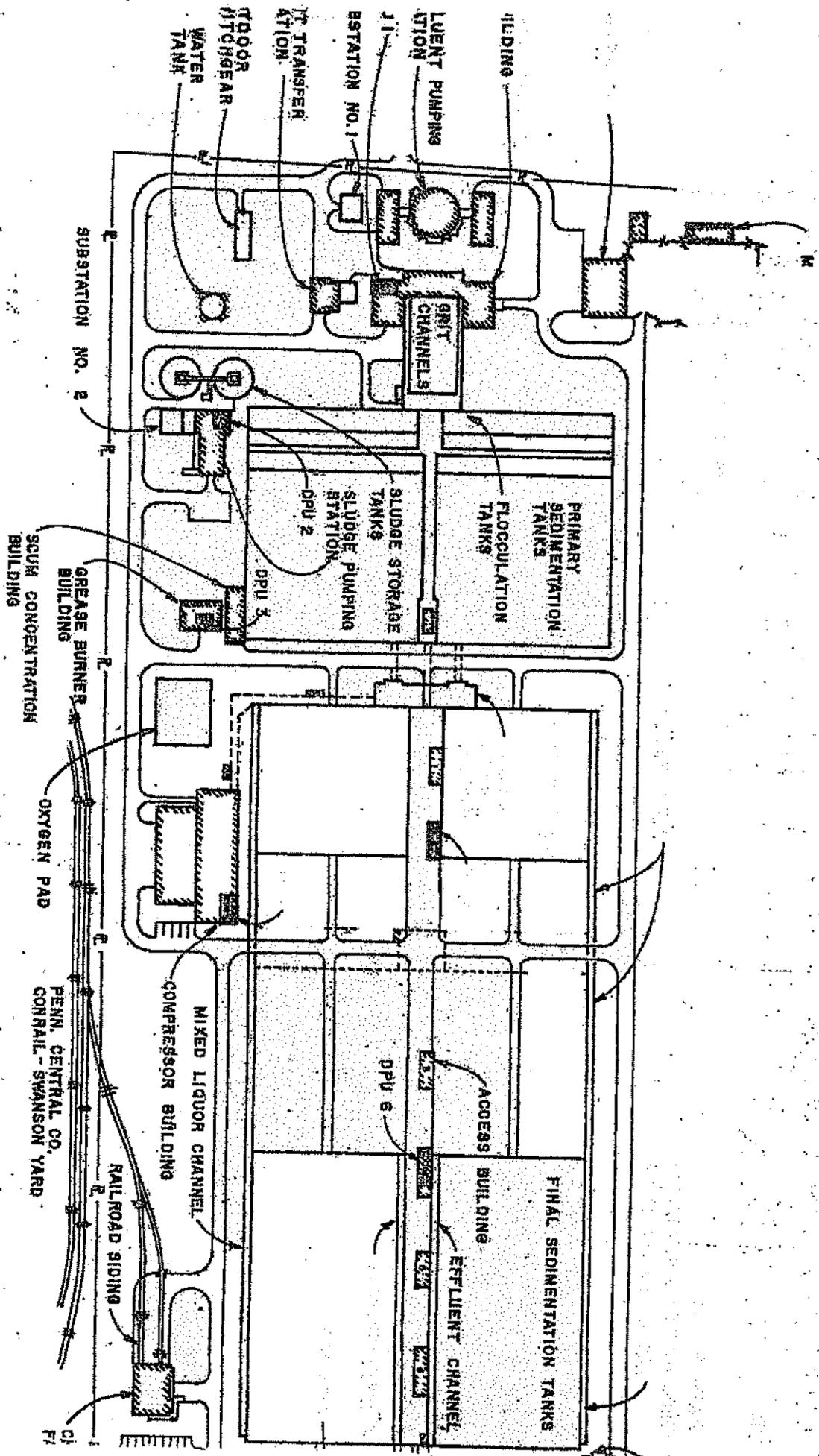


ITEM
[2.2.21]



ITEM
[2.2.22]





ITEM

[2.2.23]

**City of Philadelphia
Economic Opportunity Plan
[S7Z62800]**

I. Introduction, Definitions and Goals

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of "Economic Opportunity Plan(s)" for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan ("Plan") memorializes the successful Bidder's best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises ("MBEs"), Woman Business Enterprises ("WBEs") and Disabled Business Enterprises ("DSBEs"), Disadvantaged Business Enterprises¹ ("DBEs") (collectively, "M/W/DSBEs") and an appropriately diverse building trades workforce in connection with the contract or covered project.

This Invitation and Bid and any resulting contract are subject to the Plan requirements as described in Section 17-1603 (2). Accordingly, by submission of its Bid, a responsive and responsible Bidder makes a legally binding commitment to abide by the provisions of this Plan which include Bidder's commitment to exercise its best and good faith efforts throughout the contract term to provide meaningful and representative contracting opportunities for M/W/DSBEs and to employ an appropriately diverse workforce of tradespeople including minority and female persons in all phases of any contract awarded under this Bid.

Bidder hereby verifies that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of this contract, it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity ("OEO"). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory. If bidder or bidder's subcontractor(s) is

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

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

certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

C. For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: a Bidder's efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600. Best and Good Faith Efforts are rebuttably presumed met, when a Bidder makes commitments within the M/W/DSBE Participation Ranges established for this Bid and commits to employ a diverse workforce as enumerated herein.

D. Goals

1. M/W/DSBE Participation Ranges

As a benchmark for the Bidder's expression of its Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this contract through the exercise of Bidder's Best and Good Faith Efforts. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract:

BID	MBE		WBE
S7Z62800	10%-15%	And/or	10%-15%

2. Workforce Goals

Bidder agrees to exhaust its Best and Good Faith Efforts to employ minority persons, by race and ethnicity, and females in its workforce of apprentices and journeypersons at the following levels³:

African American Journeypersons – 22% of all journey hours worked across all trades
Asian Journeypersons – 3% of all journey hours worked across all trades
Hispanic Journeypersons – 15% of all journey hours worked across all trades
Female Journeypersons – 5% of all journey hours worked across all trades

Minority Apprentices – 50% of all hours worked by all apprentices
Female Apprentices – 5% of all hours worked by all apprentices

³ These goals have been informed by the City of Philadelphia Fiscal Year 2015 Annual Disparity Study, Economic Opportunity Plan Employment Composition Analysis.

II. Bidder Responsiveness and Responsibility

A. Bidder shall identify all its M/W/DSBE commitments and evidence its agreement to employ minority persons and females at the levels stated herein on the form entitled, "M/W/DSBE Participation and Workforce Commitments." The Bidder's identified commitment to use an M/W/DSBE on this form constitutes a representation by Bidder, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Bidder has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Bidder further represents that if Bidder is awarded the contract, Bidder will subcontract with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, Bidder shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Bidder is to maintain the M/W/DSBE percentage commitments throughout the term of the contract which shall apply to the total amount of the contract and any additional increases. In the event the Successful Bidder's contract is increased by change order and/or modification, or amendment, it shall be the responsibility of the Successful Bidder to apply its Best and Good Faith Efforts to the amended amount in order to maintain any participation ranges committed to on the total dollar amount of the contract at the time of contract completion.

1. Commercially Acceptable Function

A Bidder that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with Bid specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit the Bidder receives towards the participation ranges. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

B. Upon award, letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form, become part of the contract. M/W/DSBE

- 3 -

commitments are to be memorialized in a written subcontract agreement and are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO. Throughout the term of the contract, Bidder is required to continue its Best and Good Faith Efforts.

C. In the event Bidder does not identify on the MW/DSBE Participation and Workforce Commitments Form that it has made MW/DSBE commitments within the participation ranges established for this Bid and/or does not agree to the employment goals described herein, Bidder must complete and submit a *Documentation of Best and Good Faith Efforts Form* ("BGFE Form"), documenting its solicitations and any commitments with MW/DSBEs, and detailing any efforts made to include MW/DSBEs in the contract and to employ a diverse workforce. The submission of the BGFE Form is an element of bid responsiveness and failure to include this form may result in the rejection of the Bid. The BGFE Form must include at a minimum, certification and documentary evidence that the following actions were taken:

1. Solicitation directed to both qualified MW/DSBEs registered with OEO and qualified MW/DSBEs certified by agencies approved by OEO. Bidder must provide a list of all certification directories used for soliciting participation for this Bid. Bidder must determine with reasonable certainty if the MW/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without follow up, is not acceptable; and

2. Bidder provided interested MW/DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation; and

3. Bidder negotiated in good faith with interested MW/DSBEs. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MW/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the Plan into consideration; and

4. Documentation of the following:

i. Any commitments to use MW/DSBEs in its bid for subcontracted services and materials supply even when Bidder would otherwise prefer to self-perform/supply these items; and

ii. Correspondence between the Bidder and any MW/DSBE(s) related to this Bid; and

iii. Attendance logs and/or records of any scheduled pre-bid meeting; and

5. Certification and evidence that the following actions were taken or documentation of the following, or an explanation why these actions were not taken or why documentation does not exist:

- 4 -

- i. Any arms length business assistance provided to interested M/W/DSBEs which may include access/introduction to major manufacturer/suppliers, lines of credit and union halls; and
- ii. Solicitation through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs; and
- iii. Telephone logs of communications related to this Bid; and
- iv. Notification of and access to bid documents at the Bidder's office or other office locations for open and timely review; and
- v. Bidder sought assistance from jobs training and employment referral agencies such as the Urban Affairs Coalition, PA CareerLink Philadelphia, Philadelphia OIC and Philadelphia Works to identify candidates for employment and to perform employment outreach; and
- vi. Bidder published its policy of nondiscrimination in the hiring, retention and promotion of employees; and
- vii. Any agreement with an apprenticeship or training program that targets the employment of minority persons, disabled persons and women.

III. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Bidder's Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the award of the contract which may result in Bidder's amendment of its M/W/DSBE Participation and Workforce Commitments Form or BGFE Form.

B. Administrative Reconsideration

1. If the OEO determines that the apparent low Bidder has not made sufficient Best and Good Faith Efforts, the Bidder will be notified and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of OEO may be appealed in writing within forty-eight (48) hours of the date of OEO's decision to Chief Operating Officer of the Commerce Department or his designee whose decision shall be final. If it is determined that the apparent low Bidder did not make sufficient Best and Good Faith Efforts, its Bid will be rejected.

2. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all bids as deemed in the best interest of the City.

IV. Compliance and Monitoring of Best and Good Faith Efforts

A. A copy of the Successful Bidder's Plan, as certified below by OEO, will be filed with the Chief Clerk of Council by the Procurement Department on behalf of the Successful Bidder, within fifteen (15) days of the Procurement Department's issuance of the notice of award.

The Successful Bidder agrees to cooperate with OEO and the Labor Standards Unit ("LSU") in their compliance monitoring efforts, and to submit, within the time limits prescribed, all documentation which may be requested by OEO and LSU relative to the awarded contract, including the items described below. The Successful Bidder must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments.
- Certified Payroll records for all on-site contractors.

B. The Successful Bidder is required to use the City's electronic systems for payment verification, B2GNOW Contract Compliance Reporting System and certified payrolls, LCP Tracker.

C. Prompt Payment of M/W/DSBEs

1. The Successful Bidder shall within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors their proportionate share of such payment for work performed (including the supply of materials). In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.
2. Each month of the contract term and at the conclusion of the contract, the Successful Bidder shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the Plan.

D. Oversight Committee

1. For this project, the City, in its sole discretion, may establish a Project Oversight Committee consisting of representatives from the Bidder's company, representatives of the building trades, the construction

- 6 -

manager, and the City which may include the Project site's District Councilperson, OEO, and appropriate community organizations ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.

2. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after issuance of the Notice To Proceed.

V. Remedies and Penalties for Non-Compliance

A. The Successful Bidder agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

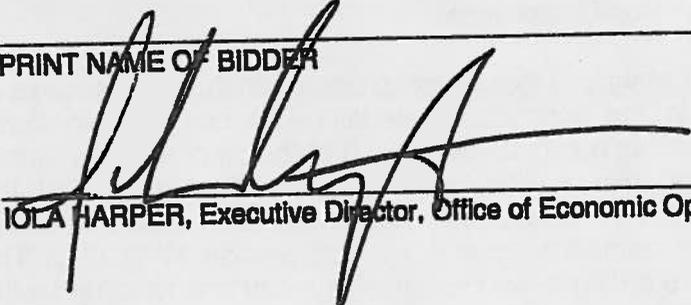
- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend/Debar the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated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

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Invitation and Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors. No privity of contract exists between the City and the M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of any contract resulting from the Invitation and Bid except

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

SIGNATURE OF BIDDER AND TITLE⁴ DATE

PRINT NAME OF BIDDER DATE


IOLA HARPER, Executive Director, Office of Economic Opportunity⁵ 10/28/16
DATE

[See Forms on following pages; these Forms, as completed by Bidder, must be submitted with the Bid as a matter of Responsiveness and Responsibility]

⁴Bidder is required to sign and date, but the City reserves the right to obtain the Successful Bidder's signature thereon at any time prior to Plan certification. The Successful Bidder will receive from the City a certified copy of its Plan which will be filed by the Procurement Department with the Chief Clerk of City Council within fifteen (15) days of the Procurement Department's issuance of a notice of award and published by OEO, in a downloadable format, on the OEO website.

⁵ Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

OEO Official Use Only

M/W/DSBE Commitments

Percent/Dollar Amount

_____ [MBE]

_____ [WBE]

_____ [DSBE]

M/W/DBE Participation and Workforce Commitments
EOPs FOR BIDS ESTIMATED AT MORE THAN \$100,000

**DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

BID NUMBER/PROJECT TITLE - S7232004- Turf Management- Water Dept **(NAME OF BIDDER)** **BID OPENING DATE**

List below all MBE/WBE/DBE/DSBE/DOBES that you have a commitment to use for a Commercially Acceptable Function On this Bid - Photocopy this form as necessary.

Company Name	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	<input type="checkbox"/> M-DBE	<input type="checkbox"/> W-DBE	Subcontractor <input type="checkbox"/> Supplier	Work or Supply Effort to be Performed	YES ³	NO	Quote Received	Dollar Amount	Percent of Total Proposal	Amount Committed To
Address											\$	%	\$
Contact Person													
Telephone Number													
E-mail Address													
OEO Registry #													
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE													
Company Name													
Address											\$	%	\$
Contact Person													
Telephone Number													
E-mail Address													
OEO Registry #													
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE													
Company Name													
Address											\$	%	\$
Contact Person													
Telephone Number													
E-mail Address													
OEO Registry #													
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE													
Company Name													
Address											\$	%	\$
Contact Person													
Telephone Number													
E-mail Address													
OEO Registry #													

¹ MBE/WBE/DBE/DSBE Listed above must be certified prior to bid submission date.

² If Bidder makes commitments with DBEs, Bidder shall indicate which class type M-DBE or W-DBE is submitted for credit.

³ Bidder should attach quotation with this form, but the City reserves the right to request this information which shall be submitted by bidder within 48 hours of the City's Request.

Please make additional copies when necessary

REV 07/2015

**MW/DSBE Participation and Workforce Commitments
EOPs FOR BIDS ESTIMATED AT MORE THAN \$100,000**

**DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

Bidder, by submission of this MW/DSBE Participation and Workforce Commitments Form, certifies that it will use, for the duration of the project, its Best and Good Faith Efforts, as that term is defined in Chapter 17-1600 of The Philadelphia Code, to employ a diverse workforce for this project and achieve the following goals:

- African American Journeypersons – 22% of all journey hours worked across all trades
 - Asian Journeypersons – 3% of all journey hours worked across all trades
 - Hispanic Journeypersons – 15% of all journey hours worked across all trades
 - Female Journeypersons – 5% of all journey hours worked across all trades
 - Minority Apprentices - 50% of all hours worked by all apprentices
 - Female Apprentices – 5% of all hours worked by all apprentices
- List any and all collective bargaining agreements that Bidder is a signatory to:

REV 07/2016

REV 07/2

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled “Prerequisites to the Execution of City Contracts,” Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder’s Name: _____ **Bid Number:** _____

Please check here if the requirements do not apply to bidder and attach explanation:

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

- 1. Current percentage of female executive officers in bidder’s company:
- 2. Current percentage of women on the executive board of the bidder’s company:
- 3. Current percentage of women on the full board of the bidder’s company:

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

- 1. Percentage goal for female executive officers in bidder’s company:
- 2. Percentage goal for women on the executive board of the bidder’s company:
- 3. Percentage goal of women on the full board of the bidder’s company:

Identify Below Any Efforts to Achieve the Aforementioned Goals:

Authorized Signature

Date

Print Name and Title

Beginning October / November 2016, all bid opportunities will be posted on PHLContracts. **REGISTER TODAY!!!**



Your gateway to better business

www.PHLContracts.phila.gov

PHLContracts is a web-based system for doing business with the City of Philadelphia. This system provides new functionality to businesses that are interested in contract opportunities posted by the Procurement Department related to construction, supplies, equipment, non-professional services and concession (or revenue generating) contracts.

Once registered, your organization can easily:

- Search for bid opportunities
- Receive email alerts of opportunities industry specific areas that are of interest to you
- Submit bids electronically
- Get bid results online

Questions?

Email: PHLContracts@phila.gov

Call: 215-686-4755 or 215-686-4720

Visit: www.phila.gov/procurement

City of Philadelphia

Trevor J. Day, Procurement Commissioner



Procurement
CITY OF PHILADELPHIA
LIFE LIBERTY AND YOU

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES¹

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.
- The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

2. BID SECURITY.

All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

¹ This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.

- Bid Processing Fee:** Submit the non-refundable \$25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

3. BID PROCESSING FEE.

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

- Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

- Do not combine any payment amounts. All payments should be individual and specific.

- Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, 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.

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

- Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.



CITY OF PHILADELPHIA

Procurement Department
120 Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax
bid.info@phila.gov

Trevor Day
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids **Period of Coverage: July 1, 2016 – June 30, 2017**

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

Dear Vendor:

The City of Philadelphia announces the City’s Annual Bid Security Program for fiscal year 2017. The Annual Bid Security Program continues to have a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2016 to June 30, 2017. Coverage begins from the date of enrollment and payment until June 30, 2017. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City’s Annual Bid Security Program.** All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **\$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2016 to June 30, 2017**, complete this registration form and return the form with the non-refundable fee of **\$100.00** in the form of a company check, certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of “**The City of Philadelphia**”. To clarify the precise use of the payment, enter the words “**Annual Bid Security Program FY2017**” on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of “Annual Bid Security Program FY2017” at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order.

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:
ANNUAL BID SECURITY PROGRAM FY2017
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ **E-mail Address:** _____

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

Make all payments to “The City of Philadelphia” in the amount of **\$100.00**, for “**Annual Bid Security Program FY2017**”.

- Certified Check Cashier’s Check Treasurer’s Check Bank Money Order USPS Money Order
 Company Check (Only if Prior to Bid Opening) **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. ___/___/___ Pymt. Type _____ Ck.# _____



CITY OF PHILADELPHIA

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

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

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

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

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

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



CITY OF PHILADELPHIA

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

Trevor Day
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

Customer Service Unit

This Is Not A Right To Know Request.

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

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Customer Service Unit of the Procurement Department will forward this information to you for a **\$10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email bid.info@phila.gov.

Mail Request To:

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

Enclose the following items:

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

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

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of: the Invitation and Bid; all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and accepted by the City; and these Terms and Conditions of Bidding and Contract (the "Contract").

It is the sole responsibility of the bidder to ensure that the bidder has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

2. BID SECURITY.

In order to be eligible to bid, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed prior to bid opening to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

3. BID PROCESSING FEE.

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

4. SPECIFICATIONS.

When a specification is issued in connection with the Invitation and Bid, no deviation will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, 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 supporting documentation) 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.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

5. PATENTS.

The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") 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 Paragraph 19 Default and Termination.

6. LOCAL BIDDING PREFERENCE.*

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED.

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

8. RESPONSIVENESS.

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

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

9. RESPONSIBILITY.

Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility including, but not limited to, the integrity, qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

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

10. CANCELLATION AND AWARD.

The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

11. QUANTITIES AWARDED.

For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for none or all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS.

All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS.

Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner.

- a. Awards of contracts in amounts greater than \$32,000 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:

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

- i. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- ii. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- iii. Approval of the Contract as to form by the City's Law Department;
- iv. Certification by the Director of Finance and City Controller as to the availability of funds; and
- v. 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 (i-v) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines cancellation to be in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

14. PERFORMANCE SECURITY.

When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

15. INSURANCE.

Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award and for each renewal period. 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

- i. Workers' Compensation – Statutory limits
- ii. 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
- iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: Premises operation; Blanket Contractual liability; Personal Injury liability; Products and completed operations; 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

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: owned, non-owned and hired vehicles.

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

16. INDEMNIFICATION.

All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with 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, intentional acts, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT.

Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

these Terms and Conditions of Bidding and Contract, shall be liable for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

18. ASSIGNMENT.

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

19. DEFAULT and TERMINATION.

All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid.

- a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:
 - i. Failure by Contractor to comply with any provision of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with "applicable law" as that term is defined in Paragraph 24.
 - ii. Falseness of any representation or warranty by Contractor in the Contract or in other document(s) submitted to the City by Contractor in connection with the Invitation and Bid or fraud in connection with the performance of the Contract.
 - iii. 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.
 - iv. 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 charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.
 - v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled

owned business enterprises.

- vi. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Paragraph 13 above.
 - vii. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.
- b. 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 :
 - i. 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.
 - ii. 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 therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

20. PAYMENT FOR EQUIPMENT.

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

TAX MATTERS

21. TAX EXEMPTION.

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

22. TAX INDEBTEDNESS.

The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity contracting with the City is referred to below as the "Contractor".

- a. Contractor's Certification of Non-Indebtedness. Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity,

Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

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

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach 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)."

23. TAX REQUIREMENTS.

Any person or entity that bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations.

- a. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:
 - i. Business Income and Receipts Tax
 - ii. Net Profits Tax
 - iii. City Wage Tax

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS.

The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America ("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable law.

25. NONDISCRIMINATION.

- a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.
- b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems

reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS.

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

- a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.
- b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.
- c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

27. NORTHERN IRELAND, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Accountability and Divestment Act of 2007. 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, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.

- a. In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements 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.

- b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:
 - (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
 - (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

- c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

- a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be \$10.88 per hour; on January 1, 2015, the minimum wage shall be \$12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.
- b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds \$200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding \$100,000. are also subject to Section 17-107.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

*The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

30. PROTECTION OF DISPLACED CONTRACT WORKERS.

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

31. EQUAL BENEFITS.

If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

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

32. Protected Health Information.

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of

PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

(b) To the extent (1) this contract is awarded by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the contract is a Covered Component), and (2) Contractor is a "Business Associate" of the City, as defined in 45 CFR §160.103, Contractor shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at <http://mbec.phila.gov/procurement/forms/Terms%20Relating%20To%20PHI.pdf>). The City PHI Terms are hereby incorporated in this Paragraph 32 as if fully set forth herein.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the Invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

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

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

SIGNING OF BIDS:

If the bidder is an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)