

BID OPENING DATE AND TIME

On: May 29, 2007

AT: 10:30 A.M.

BID NO. S8Z53270	PAGE 1 OF 38	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small>
<small>This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.</small>		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM Federal EIN/Social Security Number
DEPARTMENT Various	DIVISION		BUYER: R. Saylor J. Manton
AWARDED			
DATE FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID **NTI – Tree Pruning**

GENERAL INFORMATION

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, **BIDDERS MUST SUBMIT BID SECURITY.**

BID SIGNATURE

BIDDERS MUST SIGN
PAGE 8 OF THE
“TERMS AND CONDITIONS”.

For City Use Only

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

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Disadvantaged Minority (M-BE), Women (W-BE), and Disabled (DS-BE) Owned Business Enterprises¹

Bid Number		Name of Bidder			
Primary Bidder	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>	N/A <input type="checkbox"/>	SBA <input type="checkbox"/>
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				

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

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SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Neighborhood Transformation Initiative – Tree Pruning**

1.2 **SCHEDULE NO: 520 - 01**

1.3 **CONTRACT TERM:** 7/1/07 to 6/30/08 (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions of Bidding and Contract.

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

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1.4 CONTRACT TYPE: REQUIREMENTS

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

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

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

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

1.5 METHODOLOGY OF ACQUISITION: Purchase of services only.

1.6 STATEMENT OF DIRECTION:

It is the intent of the City of Philadelphia to make an award for **Tree Pruning Services for the Fairmount Park Commission and other City departments** as specified herein during the contract period.

1.7 BID SECURITY

For the purposes of this bid only, Paragraph 8 of the Terms and Conditions of Bidding and Contract is deleted. Instead, all bidders must submit with their bid a Bid Bond executed on the City's forms (Attachment A) in an amount of \$150,000. A bid which is not accompanied by this required security will be rejected.

OR

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For this bid ONLY, the Master Bid Security Program (per paragraph 8 of the “Terms and Conditions of Bidding and Contract”) does **NOT** apply. Instead, all bidders shall submit with their bid a refundable Certified, Treasurer’s or Cashier’s Check, Bank Money Order or United States Postal Money Order in the amount of **\$2,000.00**.

1.8 BID INFORMATION:

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

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

1.9 BID SUBMISSION:

1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.

1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.

1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.

1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

1.9.6 BID PROCESSING FEE:

For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **\$100.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

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1.9.7 **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 _____

1.9.8 When M-DBE, W-DBE or DS-DBE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 1-93”.

OR

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

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

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

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

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

LBE Certification Number(s)_____

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

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

If the 5% local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder.

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1.9.10 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City’s best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.10 **BIDDER QUALIFICATION:**

1.10.1 The bidder who signs the bid and is obligated under the Bid Bond, will be qualified as provided in this Section 1.10 to bid on at least one of the five Fairmount Park districts based upon past experience, equipment and available staff. Only those bidders deemed qualified to the City’s satisfaction will be considered for award.

Based upon the information supplied by the bidder, and such investigation into the bidder’s qualifications and responsibility as the City deems appropriate, the City shall determine, in its sole discretion, whether the bidder complies with the requirements of this Section 1.10 and whether the information submitted by the bidder is sufficient to demonstrate such compliance.

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Bidders must submit at least the information and documentation described in this Section 1.10 and are encouraged to submit further documentation and information to demonstrate such compliance.

The City reserves the right prior to award to inspect the bidder's place of business, to interview references and contact owners identified in the bid, and to conduct such other investigations as it deems necessary, in order to determine the bidder's qualifications and responsibility.

1.10.1.1 Bidder must submit, with this Invitation and Bid, information of a contract held within the last four (4) years which required trimming a minimum of 1,500 trees within a twelve (12) month time parameter per Fairmount Park district bid. Thus if bidding on two (2) districts the bidder must demonstrate a contract with an minimum quantity of 3,000 prunings; if bidding on the whole a minimum of 7,500 tree prunings is required.

1.10.1.1.1 Prior Contract Experience, Per Requirement of 1.10.1.1.

Period of Contract: _____

Value of Contract: _____

Number of trees pruned in 12 months _____

Description of Work Done: _____

Customer Name: _____

Address: _____

Phone: _____

Attach additional information to bid submittal, as necessary, to document qualifications and past experience with contracts of similar size and scope to this one.

1.10.2 Bidding on this contract shall be limited to organizations actively engaged in the field of arboriculture. Bidders shall demonstrate competence, experience, and financial capability to meet a contract of this size and scope. The City may require proof of these qualifications.

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1.10.2.1 Provide a brief description of the work plan and staffing your firm would utilize to guarantee the minimum production requirement of 200 trimmed trees in a one month period during the 2nd and 3rd quarters, per each of the Park district bid. If bidding on two (2) Fairmount park districts then vendor must provide work plan for minimum pruning of 400 trees per month, etc.

1.10.3 All bidders must have in their possession, or available to them by formal agreement at the time of bidding, including but not limited to, any trucks, chippers, hand tools, aerial lifts, and other supplies or equipment necessary to perform the work as outlined in Paragraph 2.13. Said equipment list to be submitted with bid.

1.0.3.1 List all equipment and quantities of each, type of equipment which would be committed to accomplishing this contract.

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1.10.4 Awarded companies must have at least one certified arborist (certification by the International Society of Arboriculture [ISA]) on staff or a binding letter of commitment to contract with the bidder if awarded the bid. If arborist is not on staff, then a copy of the letter/contract should be submitted with the bid to demonstrate that the arborist is readily available to the bidder and City for consultation and oversight of work performed on this contract. The certification must be kept current during the life of the contract.

Name of Arborist = _____

ISA Certified Arborist number = _____

The vendor also must have, at the time of the bid opening, at least one (1) certified line clearance personnel.

Name of Certified Line Clearance Arborist: _____

Date of certification completion: _____

1.11 NON-MANDATORY PRE-BID MEETING:

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Tuesday, May 15, 2007 at 12:00 noon**, at the Municipal Service Building – Room 170, 1401 JFK Boulevard, Philadelphia, PA 19102.

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

Attendance at this Pre-Bid Meeting is 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

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SCOPE OF SERVICES:

GENERAL PROVISIONS:

2.1 Scope of services encompasses trimming approximately 7,500 street trees within the five (5) Fairmount Park Districts in compliance with Class 2 pruning (per 2.18) in fifty (50) weeks and providing all supervision, labor, tools, equipment and services required to perform tree pruning work and debris removal in the City of Philadelphia as specified. In cases of excess rain, snow, or heat, the City will not grant extensions in the performance of this contract.

2.2 **SAFETY STANDARDS:**

All equipment to be used and all work to be performed must be in full compliance with the most current revision of the ANSI Z-133.1-2006 standard for tree care operations. These standards are made part of this contract by this reference.

The successful bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and ground personnel required to insure the safety, protection, and warning of persons and vehicular traffic within the area. Contractor must follow any and all applicable Penn-Dot regulations for highway safety.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City, and coordination with appropriate departments has been established. Traffic control is the responsibility of the Contractor and shall be in compliance with state, county, and local highway construction codes.

For lane or street closings, awarded vendor must apply to:

Traffic Engineering, Room 980 Municipal Services Building
1401 J.F. Kennedy Blvd., Philadelphia, PA 19102
John Murphy (215) 686-5524.

Traffic Engineering must have a minimum seventy-two (72) hours notification prior to Street/lane closure.

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2.3 LIABILITY FOR DAMAGE TO PROPERTY AND/OR PLANT MATERIAL:

Climbing irons, spurs, or spikes are not to be used on trees.

Any damage to trees or property caused by the Contractor is to be repaired immediately at no additional expense to the City, and to the satisfaction of the City. (see Assessment of Fines Paragraph 2.16).

Trees damaged beyond repair are dealt with in one of two ways: Either they are removed completely and replaced with a tree of size and species acceptable to the City, or the dollar value of such damaged trees will be deducted from monies owed the Contractor. The dollar value of the damage will be determined by a qualified consulting arborist who is a full active and paid member of the American Society of Consulting Arborists.-who is acceptable to both the City and the Contractor - whose expenses shall be solely paid by the contractor.

2.4 DISCONTINUANCE OF WORK:

Any practice obviously hazardous, as determined by the Fairmount Park representative, shall be immediately discontinued by the contractor upon receipt of either written or verbal notice to discontinue such practice.

2.5 OBSERVANCE OF LAWS, ORDINANCES, AND REGULATIONS:

At all times during the term of this contract, the Contractor shall observe and abide by all federal, state, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable state and federal statutes, rules, and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

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2.6 PROTECTION OF OVERHEAD UTILITIES:

Tree trimming operations may be required in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all damage claims resulting from contract operations. The Contractor shall make arrangements with the utility for removal of any limbs or branches, which conflict with overhead conductors and may create a hazardous situation during the course of this contract. The Contractor should contact the utility in sufficient time to arrange for the required work by the utility, delays encountered by the contractor in waiting for the utility to complete its work shall still be the responsibility of the Contractor.

2.7 PROTECTION OF UNDERGROUND UTILITIES:

The Contractor shall be responsible for contacting the appropriate utility for location of any underground electric services situated in the work area, which could be damaged by the Contractor's operation. The Contractor should contact the utility in sufficient time to arrange for location and protection of underground services, delays encountered by the Contractor in waiting for the utility company to complete its work shall still be the responsibility of the Contractor.

2.8 LOCATION AND SCHEDULE OF WORK:

2.8.1 Location and Schedule of Work

The total estimated number of trees to be trimmed will be 7,500 street trees located within the five (5) Fairmount Park districts of the City of Philadelphia; an estimated 1,500 per Park district. All work must be completed within fifty (50) weeks. The minimum productivity is as follows:

The production schedule is predicated on the number of Park Districts awarded to the successful bidders, but the proportionate performance is as defined below:

July 15 – October 14 = 1 st Quarter =	10% trees
October 15 - January 14 = 2 nd Quarter =	40% trees
January 15 – April 14 = 3 rd Quarter =	40% trees
April 15 – June 30 = 4 th Quarter =	10% trees

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Attachment B is an example of a list of trees to be pruned. Trees are listed according to size, species and house address.

The City reserves the right to modify any address where tree trimming is anticipated. The City reserves the right to change, add, or delete areas or quantities of trees to be trimmed as it deems to be in its best interests. Trimming operations shall commence no later than ten (10) days after purchase order issuance and shall continue until completion. There will be NO exception made to the 10 day after receipt of purchase order requirement for start up.

Unless otherwise authorized by the City, failure of the contractor to comply with the trimming schedule shall be sufficient cause to give notice that a contractor is in default of the contract, see Section 2.8.4. The successful bidder is allowed to trim greater than the required minimum per quarter upon notice to the City of the accelerated trimming schedule.

- 2.8.2 For each Fairmount Park district awarded after the ten (10) day start period, the successful bidders shall be required to trim a minimum of twenty-five (25) trees per two-week period in each Park District for the 1st Quarter. Thereafter, productivity will be increased in the 2nd and 3rd Quarter to a minimum of 100 trees per two (2) weeks per Park District. This minimum productivity requirement increases by each Park district awarded. Such that, a bidder awarded all five (5) Park Districts would be required to prune a minimum of 125 trees per two-week period in the 1st quarter and 500 trees in each two-week period in the 2nd and 3rd quarter. The successful bidder is allowed to trim greater than the minimum.

Failure to meet minimum trimming requirements each month in each awarded district will be cause for a fine (see Para. 2.8.4). After three fines have been assessed for this cause, the City reserves the right to default the contractor and seek services in the open market.

- 2.8.3 The successful vendor shall be responsible for scheduling work accordingly to accomplish the requirements of this contract as defined in 2.8.2 for pruning of trees per two week period per park district.
- 2.8.4 If vendor fails to meet the required bi-weekly productivity goal, a fine of \$100.00 per day will be assessed and deducted from monies owed the vendor. The fine will be assessed each day until the productivity goal is reached.

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2.9 COORDINATION OF WORK/POSTING OF WORK LOCATIONS:

The vendor is solely responsible for the procuring and posting of signs. Signs are to be properly posted 48 hours prior to the start of pruning work. The posters will be Temporary Police regulation signs, which state tree work to be performed and date(s) when no parking is allowed. A sample poster will be provided to the awarded vendor prior to the start of the contract. The awarded vendor is responsible for the printing and expense of posters.

The posters shall not remain up any longer than seven (7) days. This includes the 48 hours advance notice and up to five (5) days for the pruning work to be completed. The posters must be removed after the pruning work is complete. If the vendor cannot prune a block in the timeframe specified, the posters must be removed and the block re-posted with new dates noting when the work is rescheduled.

2.10 CLEANUP:

All debris from tree trimming, shall be cleaned up each day before the work crew leaves the site, unless permission is given by the city to do otherwise. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches, and logs shall be removed from the work site. Work areas are to be left in a condition equal to that which existed prior to the commencement of forestry operations.

It shall be the responsibility of the Contractor to remove and dispose of in a proper and acceptable manner, all logs, brush, and debris resulting from the tree maintenance operations.

NOTE: The contractor may NOT dump woodchips or any debris, etc. At a Fairmount Park Recycling Center. There will be NO dumping of any debris at any City dumpsites.

2.11 LICENSES AND PERMITS:

The Contractor shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. This shall, include but not be limited to, lane closure permits and other needed authorization to conduct tree maintenance operations on all rights-of-way. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

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2.12 WORKING HOURS:

The vendor may schedule work as necessary seven (7) days per week with the permission of the Fairmount Park Commission. No work may be scheduled between the hours of 9:00 p.m. and 7:00 a.m. No work may be scheduled on a City holiday without permission of The Fairmount Park Commission.

If the vendor schedules work on Saturdays or Sundays, the vendor will be required to reimburse the Fairmount Park Commission for the hours worked by the FPC representative to oversee pruning operations.

2.13 RECOMMENDED PRUNING CREW SIZE AND EQUIPMENT

The recommended (not mandatory) crew size on the pruning crews is:

- one crew chief experienced in the operation of truck and chipper
- one experienced climber/arborist
- one grounds worker
- (Minimum of one (1) crew per Park district)

The minimum equipment requirements for each Park district for this contract are:

- One (1) aerial lift truck with dump box
- One (1) chipper trailer type, either disc or drum. Minimum 12 knives. Chipper must be adequate to complete pruning requirements.
- Hand saws, pruning pole saws and pole clips (1 each)
- at least two (2) gas-powered chain saws in good repair and oil and gas sterilization equipment
- safety lines/ropes, saddles, lowering lines,
- all safety signs, cones, etc. to control traffic and public safety (mandatory)
- cleanup tools such as rakes, shovels, brooms, etc.
- power blower (gas)

2.13.1 Crew personnel may include, but not be limited to, the following:

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- a. Crew Chief shall provide supervision of the regular work force and shall have responsibility for giving directions, making decisions, and assuming responsibility for all work completed by the Contractor.
- b. Climber/Trimmer/Arborist must possess skills necessary for working in trees from an aerial lift, or by the use of ropes, saddles, and other hand climbing equipment.
- c. Grounds person must possess skills necessary in ground operations such as loading trucks, cutting limbs on the ground, operating chippers, raking and cleaning up the work area.

Note: The pruning crew size and equipment as listed is a recommended list only. It is the awarded vendor's responsibility to have the required crew and equipment to perform the duties of this contract.

2.14 **SUPERVISION:**

The contract resulting from this Invitation and Bid will be under the direct supervision of the City. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

2.15 **WORK CREW SUPERVISION:**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract, unless such directives create a safety hazard or potential for personal injury.

The awarded vendor must have, at a minimum, a crew chief (foreman) supervising each crew.

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2.16 ASSESSMENT OF FINES AND PENALTIES:

If the contractor causes damage, notification of damage will be sent in writing or by FAX to the company. The company has ten days to repair the damage. After 10 days a fine of \$200/ day will be assessed until damage is repaired. After 10 days of fines are accrued, the vendor can be defaulted. Damages may include, but are not limited to property (houses, cars, sidewalks), trees or individuals.

If the completed work submitted by the contractor is not done to FPC satisfaction, FPC reserves the right to send the contractor back to re-prune the tree(s). The contractor will be notified via fax of the locations to be re-pruned. The contractor has to re-prune within 30 days of notification. If the re-prune is not completed within the 30 day period, a fine of \$100.00 per day will be assessed until the re-prune is completed.

2.17 PAYMENTS:

All work completed must be billed every two (2) weeks. Payment is made by multiplying the number of trees pruned by the cost category per tree. Invoices equaling 10% of the contract price will be withheld until the Contractor's work is completed to the satisfaction of the City.

TECHNICAL PROVISIONS:

2.18 TREE PRUNING

2.18.1 **Pruning will be done in accordance with the latest revision of the ANSI A300 (Part 1) -2001, "Tree, Shrub and other Woody Plant Maintenance-Standard Practices," pp 4-8, Paragraph 5.1-5.4. These standards are made part of this contract by this reference.**

2.18.2 All tree pruning/maintenance shall be in compliance with FPC Tree Pruning Specification. All clearance requirements and a description of pruning are as listed below:

2.18.2.1 **FPC Tree Pruning Requirement:**

- Elevate lower limbs: The extent of elevation depends on the size, species, and location of tree.

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- Deadwood: remove all dead and dying branches and stubs more than 3/4" in diameter, or more than 3' long
- Laterally prune branches (to a lateral large enough to assume terminal role) (no stubs), only those limbs that are directly interfering with objects such as street lights, all wires, buildings, utility poles, etc.
- Remove all rubbing and crossing limbs.

NOTE: Do not prune any "suspected" dead trees. Any "suspected" dead trees shall be reported to the Fairmount Park Commission for inspection

2.18.2.2 **CLEARANCE REQUIREMENTS:**

Reference: "Regulations for the Government of Parks under the control of the Commissioners of Fairmount Park," Philadelphia 1984 (as amended July 6, 1992) Chapter IV Section 40, 3A.

Elevation Requirements:

- 10' over sidewalks
- 12' over regular streets
- 16' over major highways

Elevation heights are optimum clearances - elevation level must be adjusted so as not to deform or injure tree.

2.18.2.3 **CLEARANCE FROM OBJECT REQUIREMENTS:**

Laterally prune limbs that are directly interfering with or are within the prescribed clearance to objects such as buildings, lights, traffic control devices, utility poles and other obstacles as directed by the City.

- 10' from buildings, lights, traffic control devices, etc.
- 12' above roofs

Clearances are optimum standards - clearances must be adjusted as needed so as not to deform or unduly injure trees.

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2.19 WORKING IN PROXIMITY TO ELECTRICAL HAZARDS

The below listed specifications have been extracted from the American National Standard Institute (ANSI) Z-133.1 - 2006)

- 2.19.1 An inspection shall be made by a qualified tree worker to determine whether an electrical hazard exists before climbing, or otherwise entering, or performing any work in the tree.
- 2.19.2 Only a qualified line clearance arborist or qualified line-clearance arborist trainee shall be assigned to the work if it is found that an electrical hazard exists. A qualified line clearance arborist is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazard involved in line clearance and has demonstrated his/her ability in the performance of the special techniques involved. A trainee shall be under the direct supervision of qualified personnel.
- 2.19.3 There shall be a second a qualified line clearance arborist or line-clearance arborist trainee within vision or voice communication during line-clearance operations aloft when:
- 2.19.3.1 The a qualified line clearance arborist or line-clearance trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts.
- 2.19.3.2 Branches or limbs being removed can first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact.
- 2.19.3.3 Roping is required to remove branches or limbs from such conductors or apparatus.
- (This does not apply to utility workers engaged in tree trimming incidental to their normal operation).
- 2.19.4 The line clearance arborist and line-clearance arborist trainees shall maintain the following clearances from energized conductors given in Table 1.

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- 2.19.5 Ladders, platforms, and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor and shall be subject to the working requirements in Tables 1 and 2.
- 2.19.6 If an aerial lift device contacts an electrical conductor, the aerial device and attached equipment (such as a chipper) shall be considered as energized, and contact with the truck shall be avoided except where emergency rescue procedures are being carried out. Emergency rescue should only be performed by trained persons familiar with electrical hazards.
- 2.19.7 Pruning distances may be adjusted in the field depending upon location of tree and obstruction(s).
- 2.19.8 It is the Contractors responsibility to make sure that all ANSI standards for pruning and electrical and safety standards are followed. The above list is not inclusive.

2.20 CONTACT PERSON(S):

Bidder(s) shall state a representative that can be reached during regular work hours (8:30 am to 5:00 pm):

NAME: _____

PHONE NUMBER: _____

BEEPER NUMBER: _____

FAX NUMBER: _____

2.21 In section 5, "Pricing", Bidders will state the following:

Bidders shall submit a price for each item listed in Sections 5, "pricing". Prices shall be firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the vendor may increase prices as per paragraph 4.4.1 "Price Increase."

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

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- 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 vendors.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions

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

- 3.1.4 Only bidders who meet the minimum qualification requirements, per 1.10.1.1, 1.10.2, 1.10.2.1 and 2.13, will be considered for award. Those bidders not deemed qualified by the City will be so notified of our decision.
- 3.1.5 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 12 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD:

- 3.2.1 The Procurement Commissioner reserves the right to award this bid in whole or by District(s), as he deems to be in the best interest of the City. This Invitation and Bid shall be awarded as a whole or by District(s) to the lowest responsive and responsible bidder based on the prices bid multiplied by the minimum guaranteed quantity and in the best interest of the City. Bidder must bid all items within a section (district) to be eligible for award.

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

3.2.3 **PERFORMANCE SECURITY:**
For the purposes of this bid, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond based upon 100% of the total estimated dollar amount of the award.

3.2.4 **EXECUTION OF CONTRACT:**
The successful bidder shall, within ten (10) calendar days of having received written notification of his selection as he successful bidde, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by representatives of the City, or other persons.

3.2.5 **INSURANCE:**
Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

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

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

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

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.

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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 The Fairmount Park Commission will meet with the awarded vendor, at a minimum once per week to monitor pruning operations.

4.1.3 **CONTRACT TERMINATION:**

The City shall have the right to terminate a contract or any part thereof before the work is completed in the event that:

1. The Contractor is not adequately complying with all terms, conditions and specifications of this Invitation and Bid, including but not limited to:
 - a. Proper arboricultural techniques are not being followed, even after warning notification by the City or its authorized Fairmount Park Commission representative is issued.
 - b. The Contractor refuses, neglects, or fails to supply a properly trained workforce and/or skilled supervisory personnel; or the equipment supplied is incapable of performing the work safely and efficiently and if equipment is of inferior quality, or of insufficient quantity to meet specifications.
2. The Contractor, in the judgment of the City, is unnecessarily or willfully delaying the performance and completion of the work.
3. The Contractor refuses to proceed with work when and as directed by the City.
4. The Contractor abandons the work.

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

- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
- (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
- (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
- (d) The invoice must show the quantity and type of item or service and the price.
- (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.
- (f) All invoices must be billed by Park District and Zip Code. The Fairmount Park Commission will provide this information. Bills will be returned if they are not sent according to this specification.

Send all invoices to:

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

4.1.5 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire other 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

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

4.1.4 **ADD-ONS:**

The City reserves the right to add, delete and/or acquire other 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 only perform 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 only perform 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 Contractor may only perform services up to the dollar limit of the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform department of anticipated funding shortfalls.

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

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

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

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

4.2.7 Vendor will submit daily work report to the Fairmount Park Commission representative that contains the following information:

1. Date
2. Fairmount Park District
3. Starting Locations for the Day*
4. All work completed the previous day by specific address, park district, and serial number.
5. Comments regarding damage, suspected dead trees, homeowner refusal, equipment failure, delays, etc.**

* The Fairmount Park representative must be notified within the hour of any change in the starting location or movement to a location not originally listed on the daily report.

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

4.2.8 **INVOICING:**
The successful vendor shall invoice the City every two (2) weeks by Park District for tree-pruning services based on the following formula:

The per tree trimmed rate will be used to provide a method of payment during the time frame of the contract and will also be used to measure performance

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the progress of the contractor against the requirements of the contract. Trees not reported in accordance with Section 4.2.7 will not be paid for.

The City will not be held responsible for, nor pay the vendor, any additional costs above the total fixed cost of the contract resulting from this Invitation and Bid.

4.2.9 **LIQUIDATED DAMAGES**

Vendor(s) not meeting productivity requirements as listed in Section 2.8 shall be assessed a penalty of \$100.00 per day until productivity goals are reached.

Damages to tress and or property caused by the vendor are to be repaired immediately at no additional expense to the City according to Section 2.3.

Vendor(s) assessed with damages per Section 2.16 will be fined \$200.00 per day if damages are not repaired in the required 10 day period.

A \$100.00 a day fine will assessed if re-pruning is not completed within 30 day period to the satisfaction of the Fairmount Park Commission as per Section 2.16.

Any of the above penalties may be assessed by any City of Philadelphia agency utilizing the contract resulting from this Invitation and Bid.

Bidder(s) must understand and agree that if productivity or repair requirements are not met, and if penalties are assessed, the penalties will be deducted from successful bidder's invoices.

Reference is made to Fairmount Park throughout this Invitation and Bid and Procurement Department Specification 26-R-4d:00, but if any City of Philadelphia agency utilizes the contract resulting from this Invitation and Bid, all terms and conditions and specifications are applicable.

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- 4.3 ***Prevailing Wage Provisions.*** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled “Contractors: Labor-Management Relationships.” It is also subject to all regulations and procedures adopted thereunder.
- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
 - b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
 - c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
 - d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
 - e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period.

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

SEE ATTACHED APPLICABLE WAGE SCHEDULE

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CITY OF PHILADELPHIA

Prevailing Wage Rate Schedule

Tree Pruning

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Fringe Benefits</u>
Grounds Person	\$12.20	\$4.67
Climber/Trimmer/Arborist	\$15.45	\$4.67

Foreman: 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***

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4.4 **PRICE INCREASE OR DECREASE:**

Contractor shall provide The Pruning Service 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). Contractor may increase prices for future renewal periods provided that:

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

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

or

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

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

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

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

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4.4.1 **Failure to notify the City within the time frame specified in 4.4 will result in a commensurate delay in implementing the price change. Example: If prices change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until September 1.**

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

SECTION 5: PRICING

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

NOTE:

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

Measurements are taken at Diameter Breast Height (DBH)

5.1 **FAIRMOUNT PARK - DISTRICT #1**

	<u>Tree Diameter</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.1.1	# 25051-006-001 0-10”	EA	380	\$_____	\$_____
5.1.2	# 25051-006-002 11”-20”	EA	740	\$_____	\$_____
5.1.3	# 25051-006-003 21”-30”	EA	300	\$_____	\$_____
5.1.4	# 25051-006-004 31” or Greater	EA	80	\$_____	\$_____
	TOTAL AMOUNT FOR ITEMS 5.1.1 THRU 5.1.			\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z53270	PAGE OF 35 38
		FIRM NAME (Must be filled in)	

5.2 FAIRMOUNT PARK - DISTRICT #2

	<u>Tree Diameter</u>	<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.2.1	# 25051-006-005 0-10"	EA	425	\$_____	\$_____
5.2.2	# 25051-006-006 11"-20"	EA	675	\$_____	\$_____
5.2.3	# 25051-006-007 21"-30"	EA	350	\$_____	\$_____
5.2.4	# 25051-006-008 31" or Greater	EA	50	\$_____	\$_____
TOTAL AMOUNT FOR SECTION 5.2				\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z53270	PAGE OF 36 38
		FIRM NAME (Must be filled in)	

5.3 FAIRMOUNT PARK - DISTRICT #3

	<u>Tree Diameter</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.3.1	# 25051-006-009 0-10"	EA	225	\$_____	\$_____
5.3.2	# 25051-006-010 11"-20"	EA	125	\$_____	\$_____
5.3.3	# 25051-006-011 21"-30"	EA	1075	\$_____	\$_____
5.3.4	# 25051-006-012 31" or Greater	EA	75	\$_____	\$_____
TOTAL AMOUNT FOR SECTION 5.3				\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z53270	PAGE OF 37 38
		FIRM NAME (Must be filled in)	

5.4 FAIRMOUNT PARK - DISTRICT #4

	<u>Tree Diameter</u>	<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.4.1	# 25051-006-013 0-10"	EA	500	\$_____	\$_____
5.4.2	# 25051-006-014 11"-20"	EA	680	\$_____	\$_____
5.4.3	# 25051-006-015 21"-30"	EA	200	\$_____	\$_____
5.4.4	# 25051-006-016 31" or Greater	EA	120	\$_____	\$_____
TOTAL AMOUNT FOR SECTION 5.4				\$_____	\$_____

Attachment A

Bid Bond Form

Attachment B

Tree Pruning Data

Hard copy of this attachment is available by calling the Public Information Counter of the Procurement Department at (215) 686-4755.

ATTACHMENT C

Hard copy of ANSI A300 (Part 1) -2001 and ANSI Z133.1-2006 can be obtained by contacting the Public Information Counter at (215) 686-4755 or at www.ansi.org

ATTACHMENT D

FAIRMOUNT PARK DISTRICTS

Sample Pruning List - District 1

Add	Street	Zip	Park Council	Pol	Tree#	Common Name	DBH	Maint	Cnd	Serial#
2929	AST	25	1	26	1	CALLERY PEAR	10	PRUNEY	G	1
2933	AST	25	1	26	1	CALLERY PEAR	10	PRUNEY	G	2
2943	AST	25	1	26	1	CALLERY PEAR	10	PRUNEY	G	3
2953	AST	25	1	26	1	CALLERY PEAR	10	PRUNEY	G	4
2957	AST	25	1	26	1	CALLERY PEAR	10	PRUNEY	G	5
2961	AST	25	1	26	1	CALLERY PEAR	10	PRUNEY	G	6
3000	AST	34	1	25	1	MAPLE	10	PRUNEY	G	7
3002	AST	34	1	25	1	MAPLE	10	PRUNEY	G	8
3004	AST	34	1	25	1	KWANZAN CHERRY	6	PRUNEY	G	9
3006	AST	34	1	25	1	MAPLE	10	PRUNEY	G	10
3012	AST	34	1	25	1	MAPLE	10	PRUNEY	G	11
3020	AST	34	1	25	1	MAPLE	10	PRUNEY	G	12
3026	AST	34	1	25	1	MAPLE	10	PRUNEY	G	13
3028	AST	34	1	25	1	MAPLE	10	PRUNEY	G	14
3036	AST	34	1	25	1	MAPLE	10	PRUNEY	G	15
3041	AST	34	1	25	1	MAPLE	8	PRUNEY	G	16
3042	AST	34	1	25	1	MAPLE	10	PRUNEY	G	17
3048	AST	34	1	25	1	MAPLE	10	PRUNEY	G	18
3049	AST	34	1	25	1	MAPLE	10	PRUNEY	G	19
3053	AST	34	1	25	1	MAPLE	12	PRUNEY	G	20
3056	AST	34	1	25	1	MAPLE	12	PRUNEY	G	21
1200a	ALLEGROVE ST	24	1	15	3S	LONDON PLANETREE	24	PRUNEY	G	22
2472a	ALMOND ST	25	1	26	1S	ASH	12	PRUNEY	G	23
2472a	ALMOND ST	25	1	26	3S	ASH	12	PRUNEY	G	24
2472a	ALMOND ST	25	1	26	2S	ASH	15	PRUNEY	G	25
3502a	ALMOND ST	34	1	24	1	ZELKOVA	15	PRUNEY	G	26
3511a	ALMOND ST	34	1	24	1	LITTLE LEAF LINDEN	12	PRUNEY	G	27
3517a	ALMOND ST	34	1	24	1	ZELKOVA	14	PRUNEY	G	28
2916	ARAMINGO AV	34	1	24	1	CALLERY PEAR	18	PRUNEY	F	29
3000	ARAMINGO AV	34	1	24	1	LITTLE LEAF LINDEN	18	PRUNEY	F	30
3008	ARAMINGO AV	34	1	24	1	LITTLE LEAF LINDEN	14	PRUNEY	F	31
3017	ARAMINGO AV	34	1	24	1	RED MAPLE	10	PRUNEY	F	32
3041	ARAMINGO AV	34	1	24	1	RED MAPLE	10	PRUNEY	F	33
3053	ARAMINGO AV	34	1	24	1	CALLERY PEAR	24	PRUNEY	F	34
3062	ARAMINGO AV	34	1	24	1	CHERRY	5	PRUNEY	G	35
3065	ARAMINGO AV	34	1	24	1	CALLERY PEAR	19	PRUNEY	F	36
3073	ARAMINGO AV	34	1	24	1	CALLERY PEAR	18	PRUNEY	F	37
3074	ARAMINGO AV	34	1	24	1	RED MAPLE	8	PRUNEY	F	38

Sample Pruning List - District 1

Add	Street	Zip	Park Council	Pol	Tree#	Common Name	DBH	Maint	Cnd	Serial#
3077	ARAMINGO AV	34	1	24	1	CALLERY PEAR	18	PRUNEY	F	39
3083	ARAMINGO AV	34	1	24	1	CALLERY PEAR	14	PRUNEY	G	40
3090	ARAMINGO AV	34	1	24	1	CALLERY PEAR	19	PRUNEY	G	41
3119	ARAMINGO AV	34	1	24	1	NORWAY MAPLE	12	PRUNEY	F	42
3121	ARAMINGO AV	34	1	24	1	NORWAY MAPLE	12	PRUNEY	F	43
3133	ARAMINGO AV	34	1	24	1	MAPLE	12	PRUNEY	F	44
3142	ARAMINGO AV	34	1	24	1	CALLERY PEAR	12	PRUNEY	F	45
3145	ARAMINGO AV	34	1	24	1	KWANZAN CHERRY	14	PRUNEY	F	46
3156	ARAMINGO AV	34	1	24	1	MAPLE	10	PRUNEY	F	47
3161	ARAMINGO AV	34	1	24	1	MAPLE	6	PRUNEY	F	48
3163	ARAMINGO AV	34	1	24	1	ZELKOVA	14	PRUNEY	F	49
3174	ARAMINGO AV	34	1	24	1	MAPLE	6	PRUNEY	F	50
3175	ARAMINGO AV	34	1	24	1	PIN OAK	16	PRUNEY	F	51
3186	ARAMINGO AV	34	1	24	1	MAPLE	6	PRUNEY	F	52
3209	ARAMINGO AV	34	1	24	1	MULBERRY	20	PRUNEY	G	53
3217	ARAMINGO AV	34	1	24	1	KWANZAN CHERRY	6	PRUNEY	G	54
1446a	BLAVIS ST	40	1	35	2S	MAPLE	16	PRUNEY	F	55
1446a	BLAVIS ST	40	1	35	1S	MAPLE	20	PRUNEY	F	56
2220	E CLEARFIELD ST	34	1	4	1	KWANZAN CHERRY	18	PRUNEY	F	56
1866a	BRUNNER ST	24	1	24	1S	LONDON PLANETREE	19	PRUNEY	G	57
1866a	BRUNNER ST	24	1	24	2S	LONDON PLANETREE	22	PRUNEY	G	58
2723	C ST	34	1	25	1	KWANZAN CHERRY	10	PRUNEY	G	59
2724	C ST	34	1	25	1	KWANZAN CHERRY	10	PRUNEY	G	60
2732	C ST	34	1	25	1	KWANZAN CHERRY	10	PRUNEY	G	61
2743	C ST	34	1	25	1	KWANZAN CHERRY	10	PRUNEY	G	62
2753	C ST	34	1	25	1	KWANZAN CHERRY	10	PRUNEY	G	63
4650	CASTOR AV	24	1	15	1	LONDON PLANETREE	24	PRUNEY	F	64
5308	AKRON ST						23			64
4748	CASTOR AV	24	1	15	1	MAPLE	10	PRUNEY	F	65
4905	CASTOR AV	24	1	15	1	MAPLE	6	PRUNEY	G	66
1503	N BOUVIER ST						10			66
4911	CASTOR AV	24	1	15	1	ASH	10	PRUNEY	G	67
5001	CASTOR AV	24	1	15	2	LONDON PLANETREE	20	PRUNEY	G	68
5001	CASTOR AV	24	1	15	3	LONDON PLANETREE	24	PRUNEY	G	69
5309	CASTOR AV	24	1	15	1	LONDON PLANETREE	26	PRUNEY	G	70
5311	CASTOR AV	24	1	15	1	LONDON PLANETREE	22	PRUNEY	F	71
5313	CASTOR AV	24	1	15	1	LONDON PLANETREE	22	PRUNEY	F	72
5315	CASTOR AV	24	1	15	1	LONDON PLANETREE	22	PRUNEY	F	73

Sample Pruning List - District 2

Add	Street	Zip	Park	Coun	Pol	Tree#	Common Name	DBH	Maint	Cnd	Serial#
2404	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	F	1940
2407	ASPEN ST	30	2	5	9	1	GINKGO	8	PRUNEY	F	1941
2408	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	F	1942
2409	ASPEN ST	30	2	5	9	1	CALLERY PEAR	8	PRUNEY	F	1943
2412	ASPEN ST	30	2	5	9	1	LINDEN	10	PRUNEY	F	1944
2416	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	F	1945
2417	ASPEN ST	30	2	5	9	1	HONEYLOCUST	16	PRUNEY	F	1946
2421	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	F	1947
2422	ASPEN ST	30	2	5	9	1	RED MAPLE	12	PRUNEY	F	1948
2430	ASPEN ST	30	2	5	9	1	CHERRY	4	PRUNEY	F	1949
2433	ASPEN ST	30	2	5	9	1	CHERRY	10	PRUNEY	F	1950
2437	ASPEN ST	30	2	5	9	1	NORTHERN PIN OAK	22	PRUNEY	F	1951
2444	ASPEN ST	30	2	5	9	1	CHERRY	10	PRUNEY	F	1952
2448	ASPEN ST	30	2	5	9	1	CHERRY	10	PRUNEY	F	1953
2504	ASPEN ST	30	2	5	9	1	CHERRY	10	PRUNEY	F	1954
2511	ASPEN ST	30	2	5	9	1	CHERRY	10	PRUNEY	F	1955
2512	ASPEN ST	30	2	5	9	1	CHERRY	10	PRUNEY	F	1956
2515	ASPEN ST	30	2	5	9	1	CHERRY	10	PRUNEY	F	1957
2519	ASPEN ST	30	2	5	9	1	GINKGO	16	PRUNEY	F	1958
2520	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	F	1959
2524	ASPEN ST	30	2	5	9	1	LONDON PLANETREE	18	PRUNEY	F	1960
2528	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	F	1961
2529	ASPEN ST	30	2	5	9	1	CHERRY	14	PRUNEY	F	1962
2534	ASPEN ST	30	2	5	9	1	LONDON PLANETREE	18	PRUNEY	F	1963
2537	ASPEN ST	30	2	5	9	1	CHERRY	14	PRUNEY	F	1964
2602	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	G	1965
2602	ASPEN ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEY	G	1965
2602	ASPEN ST	30	2	5	9	1S	CALLERY PEAR	6	PRUNEY	G	1966
1315	BIGLER ST	48	2	2	4	10	LONDON PLANETREE	30	PRUNEY	F	1967
1319	BIGLER ST	48	2	2	4	10	LONDON PLANETREE	30	PRUNEY	F	1968
1321	BIGLER ST	48	2	2	4	10	LONDON PLANETREE	30	PRUNEY	F	1969
1327	BIGLER ST	48	2	2	4	10	LONDON PLANETREE	30	PRUNEY	F	1970
1333	BIGLER ST	48	2	2	4	10	LONDON PLANETREE	30	PRUNEY	F	1971
1335	BIGLER ST	48	2	2	4	10	LONDON PLANETREE	30	PRUNEY	F	1972
1337	BIGLER ST	48	2	2	4	10	LONDON PLANETREE	30	PRUNEY	F	1973
1907	BRANDYWINE ST	30	2	5	9	1	LINDEN	10	PRUNEN	G	1974
1911	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	14	PRUNEN	G	1975
1915	BRANDYWINE ST	30	2	5	9	1	MAPLE	10	PRUNEN	G	1976
1918	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	14	PRUNEN	G	1977

Sample Pruning List - District 2												
Add	Street	Zip	Park	Coun	Pol	Tree#	Common Name	DBH	Maint	Cnd	Serial#	
1919	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	28	PRUNEN	G	1978	
1922	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	10	PRUNEN	G	1979	
1923	BRANDYWINE ST	30	2	5	9	1	LINDEN	10	PRUNEN	G	1980	
1925	BRANDYWINE ST	30	2	5	9	1	MAPLE	10	PRUNEN	G	1981	
1928	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	12	PRUNEN	G	1982	
1929	BRANDYWINE ST	30	2	5	9	1	LINDEN	12	PRUNEN	G	1983	
1930	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	12	PRUNEN	G	1984	
1932	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	10	PRUNEN	G	1985	
1933	BRANDYWINE ST	30	2	5	9	1	LINDEN	14	PRUNEN	G	1986	
1934	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	9	PRUNEN	G	1987	
1936	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	12	PRUNEN	G	1988	
1937	BRANDYWINE ST	30	2	5	9	1	LINDEN	14	PRUNEN	G	1989	
1942	BRANDYWINE ST	30	2	5	9	1	LITTLE LEAF LINDEN	10	PRUNEN	G	1990	
1942	BRANDYWINE ST	30	2	5	9	2	LITTLE LEAF LINDEN	10	PRUNEN	G	1991	
2100	BRANDYWINE ST	30	2	5	9	1	OAK	15	PRUNEN	G	1992	
2104	BRANDYWINE ST	30	2	5	9	1	MAPLE	20	PRUNEN	G	1993	
2105	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	12	PRUNEN	G	1994	
2107	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	6	PRUNEN	G	1995	
2108	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	12	PRUNEN	G	1996	
2111	BRANDYWINE ST	30	2	5	9	1	OAK	12	PRUNEN	G	1997	
2112	BRANDYWINE ST	30	2	5	9	1	LINDEN	14	PRUNEN	G	1998	
2113	BRANDYWINE ST	30	2	5	9	1	CHERRY	15	PRUNEN	G	1999	
2117	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	15	PRUNEN	G	2000	
2119	BRANDYWINE ST	30	2	5	9	1	MAPLE	15	PRUNEN	G	2001	
2122	BRANDYWINE ST	30	2	5	9	1	OAK	10	PRUNEN	G	2002	
2123	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	15	PRUNEN	G	2003	
2124	BRANDYWINE ST	30	2	5	9	2	CALLERY PEAR	15	PRUNEN	G	2004	
2129	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	10	PRUNEN	G	2005	
2130	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	8	PRUNEN	G	2006	
2133	BRANDYWINE ST	30	2	5	9	1	CALLERY PEAR	14	PRUNEN	G	2007	
2200	BRANDYWINE ST	30	2	5	9	1	CHERRY	6	PRUNEN	G	2008	
2201	BRANDYWINE ST	30	2	5	9	5	RED MAPLE	4	PRUNEN	G	2009	
2201	BRANDYWINE ST	30	2	5	9	6	RED MAPLE	5	PRUNEN	G	2010	
2201	BRANDYWINE ST	30	2	5	9	1	CHERRY	6	PRUNEN	G	2011	
2201	BRANDYWINE ST	30	2	5	9	2	CALLERY PEAR	6	PRUNEN	G	2012	
2201	BRANDYWINE ST	30	2	5	9	3	CALLERY PEAR	6	PRUNEN	G	2013	
2201	BRANDYWINE ST	30	2	5	9	4	CALLERY PEAR	6	PRUNEN	G	2014	
2201	BRANDYWINE ST	30	2	5	9	7	CALLERY PEAR	6	PRUNEN	G	2015	

Sample Pruning List - District 3

Add	Street	Zip	Park	Coun	Pol	Tree#	Common Name	DBH	Maint	Cnd	Serial#
225	66TH AV	26	3	9	35	2	NORTHERN RED MAPLE	18	PRUNEN	F	4057
225	66TH AV	26	3	9	35	1	NORTHERN RED MAPLE	24	PRUNEN	F	4058
225	66TH AV	26	3	9	35	3	NORTHERN RED MAPLE	24	PRUNEN	F	4059
1538a	66TH AV	26	3	8	35	1S	LONDON PLANETREE	28	PRUNY	F	4060
7403	ANDREWS AV	38	3	9	35	1P	LONDON PLANETREE	18	PRUNEN	F	4061
7407	ANDREWS AV	38	3	9	35	1P	LONDON PLANETREE	23	PRUNEN	F	4062
7411	ANDREWS AV	38	3	9	35	1P	SILVER MAPLE	35	PRUNEN	F	4063
7419	ANDREWS AV	38	3	9	35	1P	LONDON PLANETREE	26	PRUNEN	F	4064
7427	ANDREWS AV	38	3	9	35	1P	LONDON PLANETREE	26	PRUNEN	F	4065
7447	ANDREWS AV	38	3	9	35	1S	LONDON PLANETREE	25	PRUNEN	F	4066
7447	ANDREWS AV	38	3	9	35	1	LONDON PLANETREE	28	PRUNEN	F	4067
7447	ANDREWS AV	38	3	9	35	2S	LONDON PLANETREE	31	PRUNEN	F	4068
7448	ANDREWS AV	38	3	9	35	3S	HEDGE MAPLE	2	PRUNEN	F	4069
7448	ANDREWS AV	38	3	9	35	2S	HEDGE MAPLE	4	PRUNEN	F	4070
7448	ANDREWS AV	38	3	9	35	1S	LONDON PLANETREE	23	PRUNEN	F	4071
7448	ANDREWS AV	38	3	9	35	1P	LONDON PLANETREE	24	PRUNEN	F	4072
7452	ANDREWS AV	38	3	9	35	1P	LONDON PLANETREE	24	PRUNEN	F	4073
606	ARBUTUS ST	19	3	8	14	2	NORWAY MAPLE	25	PRUNEN	F	4074
607	ARBUTUS ST	19	3	8	14	1	NORWAY MAPLE	16	PRUNEN	F	4075
611	ARBUTUS ST	19	3	8	14	1	NORWAY MAPLE	15	PRUNEN	F	4076
611	ARBUTUS ST	19	3	8	14	1	NORWAY MAPLE	20	PRUNEN	F	4077
7800	ARGUS RD	50	3	9	35	1S	NORWAY MAPLE	19	PRUNEN	F	4078
1824	ASHDALE ST	41	3	8	35	1	LONDON PLANETREE	24	PRUNEN	F	4079
1835	ASHDALE ST	41	3	8	35	1	LONDON PLANETREE	24	PRUNEN	F	4080
1847	ASHDALE ST	41	3	8	35	1	LONDON PLANETREE	24	PRUNEN	F	4081
1900	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	26	PRUNEN	F	4082
1905	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	24	PRUNEN	F	4083
1912	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	25	PRUNEN	F	4084
1956	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	24	PRUNEN	F	4085
1957	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	21	PRUNEN	F	4086
1961	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	23	PRUNEN	F	4087
1964	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	25	PRUNEN	F	4088
1976	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	27	PRUNEN	F	4089
1979	ASHLEY ST	38	3	9	35	1	LONDON PLANETREE	21	PRUNEN	F	4090
1980	ASHLEY ST	38	3	9	35	1P	LONDON PLANETREE	22	PRUNEN	F	4091
909	AYRDALE PL	28	3	4	5	1	NORTHERN RED MAPLE	12	PRUNEN	F	4092
923	AYRDALE PL	28	3	4	5	1P	NORTHERN RED MAPLE	12	PRUNEN	F	4093
929	AYRDALE PL	28	3	4	5	1	NORWAY MAPLE	11	PRUNEN	F	4094

Sample Pruning List - District 3

Add	Street	Zip	Park	Coun	Pol	Tree#	Common Name	DBH	Maint	Cnd	Serial#
6104	BAYNTON ST	44	3	8	14	1	LITTLE LEAF LINDEN	12	PRUNEN	F	4095
6105	BAYNTON ST	44	3	8	14	1	NORWAY MAPLE	12	PRUNEN	F	4096
6107	BAYNTON ST	44	3	8	14	1P	NORWAY MAPLE	10	PRUNEN	F	4097
6110	BAYNTON ST	44	3	8	14	1	CHERRY	12	PRUNEN	F	4098
6112	BAYNTON ST	44	3	8	14	1	LITTLE LEAF LINDEN	12	PRUNEN	F	4099
6115	BAYNTON ST	44	3	8	14	1	NORWAY MAPLE	12	PRUNEN	F	4100
6120	BAYNTON ST	44	3	8	14	1	LITTLE LEAF LINDEN	12	PRUNEN	F	4101
1704	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	20	PRUNEN	F	4102
1707	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	24	PRUNEN	F	4103
1708	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	20	PRUNEN	F	4104
1714	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	22	PRUNEN	F	4105
1715	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	22	PRUNEN	F	4106
1718	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	22	PRUNEN	F	4107
1719	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	20	PRUNEN	F	4108
1722	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	24	PRUNEN	F	4109
1723	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	20	PRUNEN	F	4110
1728	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	23	PRUNEN	F	4111
1729	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	20	PRUNEN	F	4112
1731	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	18	PRUNEN	F	4113
1732	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	23	PRUNEN	F	4114
1733	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	18	PRUNEN	F	4115
1733	BELFIELD AV	41	3	8	35	2	LITTLE LEAF LINDEN	21	PRUNEN	F	4116
1733	BELFIELD AV	41	3	8	35	3	LITTLE LEAF LINDEN	24	PRUNEN	F	4117
1736	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	22	PRUNEN	F	4118
1740	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	21	PRUNEN	F	4119
1744	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	21	PRUNEN	F	4120
1748	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	24	PRUNEN	F	4121
1752	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	22	PRUNEN	F	4122
1755	BELFIELD AV	41	3	8	35	1	LITTLE LEAF LINDEN	20	PRUNEN	F	4123
1755	BELFIELD AV	41	3	8	35	2	LITTLE LEAF LINDEN	18	PRUNEN	F	4124
1755	BELFIELD AV	41	3	8	35	3	LITTLE LEAF LINDEN	20	PRUNEN	F	4125
1833	BELFIELD AV	41	3	8	35	1S	LONDON PLANETREE	21	PRUNEN	F	4126
6517	BELFIELD AV	41	3	8	14	1S	NORWAY MAPLE	26	PRUNEN	F	4127
5416	BINGHAM ST	20	3	7	2	1P	NORWAY MAPLE	28	PRUNEN	F	4128
5424	BINGHAM ST	20	3	7	2	1P	NORWAY MAPLE	22	PRUNEN	F	4129
5444	BINGHAM ST	20	3	7	2	1P	NORWAY MAPLE	23	PRUNEN	F	4130
5460	BINGHAM ST	20	3	7	2	1P	NORWAY MAPLE	20	PRUNEN	F	4131
7153	BOYER ST	19	3	8	14	1S	SUGAR MAPLE	19	PRUNEN	F	4132

Sample Pruning List - District 4

Address	Street	Zip	Park	Council	Tree #	Common Name	DBH	Maint	Cnd	Serial #
5340a	ARLINGTON ST	31	4	4	1S	London Plane Tree	28	PRUNEY	F	5044
5340a	ARLINGTON ST	31	4	4	2S	London Plane Tree	28	PRUNEY	F	5045
1206	ATWOOD RD	51	4	4	1	Green Ash	8	PRUNEY	F	5046
1212	ATWOOD RD	51	4	4	1	London Plane Tree	31	PRUNEY	F	5047
1214	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5048
1218	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5049
1220	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5050
1223	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5051
1226	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5052
1227	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5053
1229	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5054
1232	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5055
1237	ATWOOD RD	51	4	4	1	London Plane Tree	30	PRUNEY	F	5056
4717	BALTIMORE AV	43	4	3	1	London Plane Tree	32	PRUNEY	G	5057
4729	BALTIMORE AV	43	4	3	1	London Plane Tree	32	PRUNEY	G	5058
4001a	BALTIMORE AV	4	4	3	1S	London Plane Tree	34	PRUNEY	F	5059
2746	BELMONT AV	31	4	4	1	Norway Maple	8	PRUNEY	F	5060
2501a	BELMONT AV	31	4	4	1	Red Oak	24	PRUNEY	F	5061
2501a	BELMONT AV	31	4	4	2	Red Oak	24	PRUNEY	F	5062
2501a	BELMONT AV	31	4	4	3	Red Oak	24	PRUNEY	F	5063
2501a	BELMONT AV	31	4	4	4	Red Oak	24	PRUNEY	F	5064
2501a	BELMONT AV	31	4	4	5	Red Oak	24	PRUNEY	F	5065
2501a	BELMONT AV	31	4	4	6	Red Oak	24	PRUNEY	F	5066
2501a	BELMONT AV	31	4	4	7	Red Oak	24	PRUNEY	F	5067
2501a	BELMONT AV	31	4	4	8	Red Oak	24	PRUNEY	F	5068
2501a	BELMONT AV	31	4	4	9	Red Oak	24	PRUNEY	F	5069
2501a	BELMONT AV	31	4	4	11	Red Oak	24	PRUNEY	F	5070
2501a	BELMONT AV	31	4	4	12	Red Oak	24	PRUNEY	F	5071
2701a	BELMONT AV	31	4	4	1	Red Oak	18	PRUNEY	F	5072
2701a	BELMONT AV	31	4	4	2	Red Oak	18	PRUNEY	F	5073
2701a	BELMONT AV	31	4	4	3	Red Oak	18	PRUNEY	F	5074
2701a	BELMONT AV	31	4	4	4	Red Oak	18	PRUNEY	F	5075
2701a	BELMONT AV	31	4	4	5	Red Oak	18	PRUNEY	F	5076
2701a	BELMONT AV	31	4	4	6	Red Oak	18	PRUNEY	F	5077
2701a	BELMONT AV	31	4	4	7	Red Oak	18	PRUNEY	F	5078
2701a	BELMONT AV	31	4	4	8	Red Oak	18	PRUNEY	F	5079
2701a	BELMONT AV	31	4	4	9	Red Oak	18	PRUNEY	F	5080
2701a	BELMONT AV	31	4	4	10	Red Oak	18	PRUNEY	F	5081

Sample Pruning List - District 4

Address	Street	Zip	Park	Council	Tree #	Common Name	DBH	Maint	Cond	Serial #
2701a	BELMONT AV	31	4	4	11	Red Oak	18	PRUNEY	F	5082
2810a	BELMONT AV	31	4	4	10	London Plane Tree	18	PRUNEY	F	5083
2820a	BELMONT AV	31	4	4	10	London Plane Tree	24	PRUNEY	F	5084
2890a	BELMONT AV	31	4	4	2	Little Leaf Linden	6	PRUNEY	F	5085
2890a	BELMONT AV	31	4	4	1	Red Oak	16	PRUNEY	F	5086
7018	BRENTWOOD RD	51	4	4	1	Oak	26	PRUNEY	F	5087
7311	BROOKHAVEN RD	51	4	4	1	Red Oak	26	PRUNEY	F	5088
7325	BROOKHAVEN RD	51	4	4	1	Red Oak	24	PRUNEY	F	5089
7326	BROOKHAVEN RD	51	4	4	1	Red Oak	25	PRUNEY	F	5090
7330	BROOKHAVEN RD	51	4	4	1	Red Oak	25	PRUNEY	G	5091
7333	BROOKHAVEN RD	51	4	4	1	Red Oak	32	PRUNEY	F	5092
7337	BROOKHAVEN RD	51	4	4	1	Red Oak	29	PRUNEY	F	5093
7300a	BROOKHAVEN RD	51	4	4	1	Pin Oak	30	PRUNEY	F	5094
2201	BRYN MAWR AV	31	4	4	1	Green Ash	36	PRUNEY	F	5095
2227	BRYN MAWR AV	31	4	4	2	Green Ash	22	PRUNEY	F	5096
2246	BRYN MAWR AV	31	4	4	1	Honeylocust	10	PRUNEY	F	5097
2280	BRYN MAWR AV	31	4	4	2	White Oak	20	PRUNEY	F	5098
2280	BRYN MAWR AV	31	4	4	3	White Oak	30	PRUNEY	F	5099
2285	BRYN MAWR AV	31	4	4	1	Norway Maple	30	PRUNEY	F	5100
2291	BRYN MAWR AV	31	4	4	1	Little Leaf Linden	30	PRUNEY	F	5101
2293	BRYN MAWR AV	31	4	4	2	Norway Maple	20	PRUNEY	F	5102
2293	BRYN MAWR AV	31	4	4	1	Norway Maple	24	PRUNEY	F	5103
2297	BRYN MAWR AV	31	4	4	2	London Plane Tree	22	PRUNEY	F	5104
2301	BRYN MAWR AV	31	4	4	2	White Oak	24	PRUNEY	F	5105
2301	BRYN MAWR AV	31	4	4	3	White Oak	30	PRUNEY	F	5106
2310	BRYN MAWR AV	31	4	4	1	Silver Maple	16	PRUNEY	F	5107
2310	BRYN MAWR AV	31	4	4	2	Sugar Maple	16	PRUNEY	F	5108
2310	BRYN MAWR AV	31	4	4	3	Red Oak	32	PRUNEY	F	5109
2324	BRYN MAWR AV	31	4	4	1	White Oak	26	PRUNEY	F	5110
2324	BRYN MAWR AV	31	4	4	2	White Oak	30	PRUNEY	F	5111
2325	BRYN MAWR AV	31	4	4	1	White Oak	30	PRUNEY	F	5112
2325	BRYN MAWR AV	31	4	4	2	White Oak	30	PRUNEY	F	5113
2325	BRYN MAWR AV	31	4	4	3	White Oak	30	PRUNEY	F	5114
2326	BRYN MAWR AV	31	4	4	1	London Plane Tree	24	PRUNEY	F	5115
2332	BRYN MAWR AV	31	4	4	1	London Plane Tree	28	PRUNEY	F	5116
2339	BRYN MAWR AV	31	4	4	2	Red Oak	24	PRUNEY	F	5117
2339	BRYN MAWR AV	31	4	4	1	Pin Oak	30	PRUNEY	F	5118
2352	BRYN MAWR AV	31	4	4	2	London Plane Tree	30	PRUNEY	F	5119

Sample Pruning List - District 5

Add	Street	Zip	Park	Coun	Pol	Tree#	Common Name	DBH	Maint	End	Serial#
12044	ABBY ST	54	5	10	8	1P	RED MAPLE	19	PRUNEY	G	6938
12046	ABBY ST	54	5	10	8	1	RED MAPLE	19	PRUNEY	G	6939
12050	ABBY ST	54	5	10	8	1P	RED MAPLE	8	PRUNEY	G	6940
12052	ABBY ST	54	5	10	8	1	RED MAPLE	16	PRUNEY	G	6941
12056	ABBY ST	54	5	10	8	1	RED MAPLE	16	PRUNEY	G	6942
12064	ABBY ST	54	5	10	8	1	RED MAPLE	21	PRUNEY	G	6943
12069	ABBY ST	54	5	10	8	1	RED MAPLE	19	PRUNEY	G	6944
12071	ABBY ST	54	5	10	8	1P	RED MAPLE	17	PRUNEY	G	6945
12077	ABBY ST	54	5	10	8	1	PIN OAK	18	PRUNEY	G	6946
12081	ABBY ST	54	5	10	8	1	RED MAPLE	15	PRUNEY	G	6947
12083	ABBY ST	54	5	10	8	1	RED MAPLE	12	PRUNEY	F	6948
12083	ABBY ST	54	5	10	8	2	RED MAPLE	17	PRUNEY	G	6949
12083	ABBY ST	54	5	10	8	3	RED MAPLE	19	PRUNEY	G	6950
12087	ABBY ST	54	5	10	8	1	RED MAPLE	18	PRUNEY	G	6951
12088	ABBY ST	54	5	10	8	1P	RED MAPLE	14	PRUNEY	G	6952
12094	ABBY ST	54	5	10	8	1	RED MAPLE	11	PRUNEY	G	6953
12098	ABBY ST	54	5	10	8	1	RED MAPLE	15	PRUNEY	G	6954
12099	ABBY ST	54	5	10	8	1	RED MAPLE	15	PRUNEY	F	6955
3653	ACADEMY RD	54	5	10	8	1	HEDGE MAPLE	9	PRUNEY	F	6956
3704	ACADEMY RD	54	5	10	8	1	KWANZAN CHERRY	18	PRUNEY	F	6957
3711	ACADEMY RD	54	5	10	8	1	SILVER MAPLE	32	PRUNEN	F	6958
3717	ACADEMY RD	54	5	10	8	1	SILVER MAPLE	18	PRUNEY	F	6959
3719	ACADEMY RD	54	5	10	8	1	NORWAY MAPLE	26	PRUNEY	F	6960
3719	ACADEMY RD	54	5	10	8	1	SILVER MAPLE	12	PRUNEY	F	6961
3719	ACADEMY RD	54	5	10	8	1	SILVER MAPLE	16	PRUNEY	F	6962
3721	ACADEMY RD	54	5	10	8	11	NORWAY MAPLE	12	PRUNEY	F	6963
3723	ACADEMY RD	54	5	10	8	11	SILVER MAPLE	26	PRUNEY	F	6964
3726	ACADEMY RD	54	5	10	8	1P	NORWAY MAPLE	18	PRUNEY	F	6965
10821	ACADEMY RD	54	5	10	8	1	RED MAPLE	18	PRUNEY	F	6966
10825	ACADEMY RD	54	5	10	8	1P	RED MAPLE	16	PRUNEY	F	6967
10829	ACADEMY RD	54	5	10	8	1	RED MAPLE	18	PRUNEY	F	6968
10831	ACADEMY RD	54	5	10	8	1	RED MAPLE	18	PRUNEY	F	6969
10837	ACADEMY RD	54	5	10	8	1	RED MAPLE	18	PRUNEY	F	6970
10839	ACADEMY RD	54	5	10	8	1	RED MAPLE	16	PRUNEY	F	6971
10855	ACADEMY RD	54	5	10	8	1	RED MAPLE	12	PRUNEY	F	6972
10869	ACADEMY RD	54	5	10	8	1	RED MAPLE	16	PRUNEY	F	6973
10869	ACADEMY RD	54	5	10	8	2S	RED OAK	22	PRUNEY	F	6974
10869	ACADEMY RD	54	5	10	8	3S	RED OAK	22	PRUNEY	F	6975

Sample Pruning List - District 5

Add	Street	Zip	Park	Coun	Pol	Tree#	Common Name	DBH	Maint	End	Serial#
11704	ACADEMY RD	54	5	10	8	1	PIN OAK	12	PRUNY	F	6980
11962	ACADEMY RD	54	5	10	8	2	GALLERY PEAR	6	PRUNY	F	6981
11962	ACADEMY RD	54	5	10	8	1P	GALLERY PEAR	6	PRUNY	F	6982
11966	ACADEMY RD	54	5	10	8	1	GALLERY PEAR	6	PRUNY	F	6983
11968	ACADEMY RD	54	5	10	8	1	GALLERY PEAR	6	PRUNY	F	6984
11968	ACADEMY RD	54	5	10	8	2	GALLERY PEAR	4	PRUNY	F	6985
11968	ACADEMY RD	54	5	10	8	3	GALLERY PEAR	4	PRUNY	F	6986
11968	ACADEMY RD	54	5	10	8	4	GALLERY PEAR	4	PRUNY	F	6987
12009	ACADEMY RD	54	5	10	8	1P	RED MAPLE	18	PRUNY	F	6988
12026	ACADEMY RD	54	5	10	8	1P	NORWAY MAPLE	16	PRUNY	F	6989
12041	ACADEMY RD	54	5	10	8	1P	RED MAPLE	18	PRUNY	F	6990
12116	ACADEMY RD	54	5	10	8	1	WHITE ASH	18	PRUNY	F	6991
12116	ACADEMY RD	54	5	10	8	2	WHITE ASH	16	PRUNY	F	6992
12406	ACADEMY RD	54	5	10	8	1P	NORWAY MAPLE	18	PRUNY	F	6993
6008	AGUSTA ST	49	5	7	2	1P	RED OAK	14	PRUNY	F	6994
6009	AGUSTA ST	49	5	7	2	1P	RED OAK	22	PRUNY	F	6995
7100	AKRON ST	49	5	6	2	1	CRABAPPLE	2	PRUNY	F	6996
7100	AKRON ST	49	5	6	2	2	CRABAPPLE	2	PRUNY	F	6997
7100	AKRON ST	49	5	6	2	3	CRABAPPLE	4	PRUNY	F	6998
1200	ALCOTT ST	49	5	7	2	1	ZELKOVA	6	PRUNY	F	6999
1200	ALCOTT ST	49	5	7	2	2S	ZELKOVA	6	PRUNY	F	7000
1200	ALCOTT ST	49	5	7	2	3S	ZELKOVA	6	PRUNY	F	7001
1202	ALCOTT ST	49	5	7	2	1	ZELKOVA	8	PRUNY	F	7002
1204	ALCOTT ST	49	5	7	2	1	ZELKOVA	6	PRUNY	F	7003
1206	ALCOTT ST	49	5	7	2	1	ZELKOVA	6	PRUNY	F	7004
1207	ALCOTT ST	49	5	7	2	1	ZELKOVA	6	PRUNY	F	7005
1209	ALCOTT ST	49	5	7	2	1	ZELKOVA	6	PRUNY	F	7006
1212	ALCOTT ST	49	5	7	2	1	ZELKOVA	8	PRUNY	F	7007
1216	ALCOTT ST	49	5	7	2	1	ZELKOVA	8	PRUNY	F	7008
1217	ALCOTT ST	49	5	7	2	1	ZELKOVA	4	PRUNY	F	7009
1267	ALCOTT ST	49	5	7	2	1	ZELKOVA	4	PRUNY	F	7010
5903	ALGON AV	49	5	7	2	1P	RED MAPLE	18	PRUNY	F	7011
5907	ALGON AV	49	5	7	2	1	RED MAPLE	16	PRUNY	F	7012
5911	ALGON AV	49	5	7	2	1	RED MAPLE	22	PRUNY	F	7013
5927	ALGON AV	49	5	7	2	1	RED MAPLE	18	PRUNY	F	7014
5931	ALGON AV	49	5	7	2	1S	SILVER MAPLE	22	PRUNY	F	7015
5931	ALGON AV	49	5	10	8	2S	SILVER MAPLE	22	PRUNY	F	7016
7900	ALGON AV	11	5	7	2	1	RED MAPLE	14	PRUNY	F	7017

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by this Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

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

3. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made when the equipment

is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

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

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

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

7. PRICE INCREASES AND DISCOUNTS. All articles must be delivered at the price(s) bid, FOB Destination Point. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

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

AMOUNT OF BID OR EST. CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01- \$ 99,999.99	\$ 500.00
\$ 100,000.00 - \$ 249,999.99	\$ 2,000.00
\$ 250,000.00- \$ 499,999.99	\$ 4,000.00
\$ 500,000.00 or more	\$ 6,000.00

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

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program and bidder must submit a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined, the Procurement Department shall refund, with the exception of the fee paid for participation in the City's Annual Master Bid Security program, the bid security except the bid security of the lowest responsive and responsible bidder. Upon return of the duly executed contract documents, required fees and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

9. **PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

10. **CANCELLATION AND AWARD.** The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City.

In all cases where a contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. All contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

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

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

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

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's

qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination for finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

13. **CONTRACTS.** Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient Performance Security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a Labor and Materials Bond, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the contract by the Procurement Commissioner.

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

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

The City reserves the right to require the contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this contract by the contractor to the City or to limit the contractor's liability under this contract to the limits of the policies of insurance required to be maintained by the contractor hereunder.

(a) **WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

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

(b) **GENERAL LIABILITY INSURANCE**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Premises operation; Blanket contractual liability; Personal injury liability (employee exclusion deleted); Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) **AUTOMOBILE LIABILITY**

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

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

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

events of default under any contract resulting from this Invitation and Bid:

- a. Failure by contractor to comply with any provision or Section of the contract, including the bid specifications contained in this Invitation and Bid and these Terms and Conditions of Bidding and/or failure by contractor to comply with any federal state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.
- b. Falseness of any representation or warranty made in the contract or other document(s) submitted to the City by contractor in connection with this Invitation and Bid.
- c. Failure by contractor to pay its suppliers or subcontractors, misappropriation of any funds provided under the contract or failure to notify City upon discovery of any misappropriation.
- d. A violation of law by contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by contractor, its directors, employees, or agents or indictment or issuance of charges against contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the contract.
- e. Failure by contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.
- f. The Procurement Department's determination that the contractor is not a responsible bidder on this Invitation and Bid, where such determination is made, and is based upon, information received after award of the contract and/or after execution of the contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding contract set forth in Section 13 above.
- g. Any other act or omission identified in these Terms and Conditions of Bidding or elsewhere in the Invitation and Bid as an event or condition constituting default.

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

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

- b. appropriate to the payment of the difference between the contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to contractor under this contract or any other contract that contractor then has with the City.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 to \$ 100,000.00	\$ 10.00
\$ 100,000.01 to \$ 300,000.00	\$ 30.00
\$ 300,000.01 to \$ 500,000.00	\$ 50.00
\$ 500,000.01 to \$ 1,000,000.00	\$ 100.00
\$ 1,000,000.01 to \$ 2,000,000.00	\$ 200.00
\$ 2,000,000.01 to \$ 3,000,000.00	\$ 300.00
\$ 3,000,000.01 to \$ 4,000,000.00	\$ 400.00
\$ 4,000,000.01 to \$ 5,000,000.00	\$ 500.00
\$ 5,000,000.01 or more	\$ 600.00

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

18. NONDISCRIMINATION.

a. Any contract awarded pursuant to this Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, bidder shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin or sex. Such discrimination shall constitute an event of default under this contract entitling City to terminate this contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 16 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, shall constitute an event of default under this contract and shall entitle the City to all rights and remedies as provided herein in Section 16 or otherwise available to the City at law or in equity. Bidder agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this contract. Bidder further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this contract entitling the City to all rights and remedies as provided herein in Section 16 or otherwise available to the City at law or in equity.

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

a. Gifts. Executive Order No. 16-92 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions and agencies. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

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

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

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

20. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 15 and/or Section 16..

21. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the contract resulting from this Invitation and Bid.

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

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

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

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

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

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

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

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of

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

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

25. MACBRIDE PRINCIPLES CERTIFICATION. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the Macbride Principles. In furtherance of this Ordinance, bidder makes the following certification and representations:

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

b. In the performance of any contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have)

any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any contract resulting from this Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S. Section 4904.

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

SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, date and sign the bid here, with original signatures, in ink.

This _____ day of _____ 200__

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 200__

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or a Vice-President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Asst. City Solicitor)

(Acting Procurement Commissioner)



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



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

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **fee of \$10.00** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

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

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

DO NOT SEND CASH



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

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

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$25,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2006 to June 30, 2008**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2006 – 2008** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

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

Internal Use Only

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



CITY OF PHILADELPHIA

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

JANET HAGAN
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

Effective **February 1, 2007**, the City of Philadelphia, Procurement Department, will be implementing the following change regarding vendors' Bid Security Checks.

Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors original bid security checks will no longer be returned. Instead, the City will issue a check to those vendors, in the amount of the security deposit, after the contract award and/or contract conformance.

The City of Philadelphia will continue to enroll interested Service, Supplies and Equipment vendors in the Master Bid Security Program. To participate in the program, vendors can obtain an application by going to www.phila.gov/bids and clicking on July 1, 2006 to June 30, 2008 under Master Bid Security.

Sincerely,

Janet Hagan
Acting Procurement Commissioner



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

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

Vincent Jannetti
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Dear Valued Vendor,

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

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

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

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

Sincerely,

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

Vincent J. Jannetti
Acting Director of Finance