BID OPENING DATE AND TIME

On: April 22, 2008 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S8Z54400	1 OF 79		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT: VARIOUS DIVISION:

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

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

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER L. LEWICKI
K. OWENS

TITLE OF BID LANDSCAPE PLANTING AND MAINTENANCE SERVICE

GENERAL INFORMATION

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

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

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

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises[1]

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

REVISED 4-2007

1 MBE/WBE/DSBES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: LANDSCAPE PLANTING AND MAINTENANCE SERVICES**

1.2 **SCHEDULE NO: 801-06**

1.3 **CONTRACT TERM**: **Date of Award** to **3/31/2009** ("Initial Term"), with an option to renew for up to **three (3)** additional **one (1)** year periods plus renewal period, ("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 19, Default, of the attached Terms and Conditions of Bidding And Contract.

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Landscape Planting and Maintenance Services** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

All bids submitted with a total greater than $25,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 - 2008 (July 1, 2006 to June 30, 2008) are not required to provide

Bid Security if their bid total is $500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

1.7.2 **The Master Security Program** allows bidders to qualify for bid security for individual bids submitted during the covered bidding period provided the individual bid total is $500,000.00 or less.

1.7.3 **Bids Opening July 1, 2007 through June 30, 2008**
Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2007 – June 30, 2008)** by submitting a check in the amount of **$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is non-refundable. Or if, and only if, the bidder chooses to submit the check with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.7.4 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds $500,000.00, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION**:

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

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

1.9 **BID SUBMISSION**:

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

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

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

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

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

1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than $25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract."

1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

OR

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

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

1.9.8 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor **must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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 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."

Prime or subcontractor's LBE Certification Number_____

If applicable:
Subcontractor's Name_____

***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.**

1.9.9 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than three (3) business days after the scheduled Non-Mandatory Pre Bid Meeting referenced in paragraph 1.13 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9.10 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.10 **BIDDER QUALIFICATION:**

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

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

SECTION 1:

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

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

SECTION 2:

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

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

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

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

1.11 **EQUIPMENT/CREW REQUIREMENTS:**

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

(QTY)	EQUIPMENT
(1)	1- Soil test kit
(1)	2- Concrete cutting saws (Clipper model 184 or equal)
(1)	3- Rototillers
(4)	4- Shovels [pan head and spade head]
(4)	5- Rakes [leaf rake and hard rake]
(1)	6- Wheelbarrow
(3)	7- Pruning shears
(3)	8- Loping shears
(2)	9- Gas powered hedge clippers
(2)	10- Gas powered chain saws
(1)	11- Power augers
(1)	12- Skid steer [Bobcat or equal]
(1)	13- Broadcast seeder [Truax Co. Inc. model 'Seed Slinger' or equal]
(1)	14- Truck mounted water tank and hose needed for watering
(1)	15- gas powered 21″ mower [with bag attachment for clippings]
(1)	16- gas powered weed whacker
(1)	17- thin vert applicator system for herbicide
(3)	18- Garden fork, hand forks, weeders
(3)	19- Variety of hoes (common, tined, warren)
(3)	20- Trowels
(1)	21- Hand pruning saw
(1)	22- Edger

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

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

Leasing Equipment:
If a vendor intends to lease the equipment listed above, to be used during the initial contract period and any renewal periods thereafter, they shall submit with their bid submission a letter from the Leasing Company (on Company letterhead) with whom they intend to lease the referenced equipment from, guaranteeing that if the said vendor (List Vendor Name) who is submitting this Invitation and Bid (**S8Z54400**) is awarded the contract or any part thereof, the required equipment, as listed above will be available to the vendor for the initial contract period and any renewal periods thereafter.

CREW

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

2. Submit with the bid a resume of the employee(s) who will supervise the work crew.

3. Submit with the bid Pesticide Applicator's Licenses for the employees performing pest control.

4. Assign a minimum of one (1) foreman to supervise the work of a maximum of three (3) workers.

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

1.11.2 **The Contractor shall submit with his/her bid a list of equipment to be utilized that will demonstrate the Contractor's capability to successfully**

perform the services required on the items bid. The City reserves the right to inspect the contractor's facilities to determine its capabilities. Based on a review of the vendor's operational, managerial, equipment and financial capacities, the City of Philadelphia will determine the number of areas for which a vendor will be eligible for award. The City reserves the right to request documentation to show evidence of the bidder's operational, managerial, equipment, and financial capabilities prior to award.

1.12 **SITE INSPECTION - MANDATORY:**

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

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

Vendors are encouraged to review, in advance, the Dates and Times listed for all Mandatory Site-Visits for this invitation and bid. Failure to attend a Mandatory Site-Visit on the Date and Time as listed in both Section 2, Specifications, and on the Certification Sheet shall disqualify vendor from award of Sections 5.1 through 5.8 of this invitation and bid.

The Contact Person for each of the Department locations in this bid are listed as follows:

SECTION (S)	CONTACT	TELEPHONE NO.
5.1 through 5.6	John Muldowney	(215) 685-6257
5.7	Michael Hubbard	(215) 685-1335
5.8	Deborah McKee	(215) 686-4563

1.13 **PRE-BID MEETING: NON-MANDATORY**

1.13.1 **A Non- Mandatory Pre-Bid Meeting will be held for all interested parties on Wednesday, January 28, 2004 @ 12:00 PM in the Bid Room, Room 170A, Municipal Services Building, 1401 J.F.K. Boulevard, Philadelphia, PA. 19102-1685.**

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

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

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

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

SECTION 2: SPECIFICATIONS

PART I

LANDSCAPE PLANTING SERVICES: TREE, SHRUB, GROUND COVER, HERBACEOUS PLANTS AND BULBS.

All new landscape plantings under this contract will be initiated by the City according to the procedures listed under Section 4, Contract Management. The Add On procedure listed in Section 4.1.4 will be used. The City will provide a location, drawing, plant locations, and the selection and number of plants, along with any special planting instructions, to the contractor for Price Quotation. The contractor will provide the Price Quotation for the Department's review. Upon approval, the Department will submit the Add On to Procurement.

ITEM /SPECIFICATION REQUIREMENTS AND SPECIFICATIONS

2.1 GENERAL

2.1.1 WORK INCLUDED

A. Furnish all labor, materials, equipment, and supplies and perform all operations required to complete landscape site preparation, planting, and management work as shown on the Drawings and specified in this Document.

B. This work includes but is not limited to:

1. No direct planting plans included in this bid. Landscape plans may be added to the bid according to procedures listed in this bid.

2. Supplying all labor and materials required to plant trees, shrubs, groundcover, perennials, annuals and bulbs on the grounds of PWD facilities, including the cutting and removal of concrete sidewalks as required;

3. Contract Administration:
   For Water Department

   Name: John Muldowney

   Title: Water Plants Manager

   Location: 1101 Market St., 4th floor, Phila, PA 19107

   Contact Numbers: Work: (215)-685-6257

   Fax: (215)-685-6207

   Email:john.muldowney@phila.gov

4. Soil Testing and submittal of the soil test result to Department or its representatives. Soil pH adjustments as necessary to achieve pH of 5.0 – 7.0.

5. Excavation of tree pits, shrub pits or beds, and beds for herbaceous material and bulbs to the specified depth. Backfill and disposal of all excavated materials as required.

6. Placing and planting all plant material, including woody and herbaceous plants and bulbs listed in the Bid Package.

7. Installation of erosion control fabrics.

8. Furnishing and placement of mulch.

9. Staking, guying (only if necessary), pruning, and maintenance, including watering, of all planted material until acceptance by the Department or its representatives.

10. Maintaining all installed material from the time of acceptance for the one-year guarantee period following the acceptance of the completed work described in this Section.

11. Locating any existing utilities and subsurface systems and protecting them from damage during the work described in this Section as per Pennsylvania Act 287. This act requires clearances from the various utilities before digging. Most utilities can be reached through the use of the one call number (1-800-242-1776). Official clearance numbers are to be recorded and maintained by the contractor until the completion of the contract.

12. Locating street lighting and other private utilities such as cable TV lines and underground features such as water distribution lines, septic systems, irrigation systems, etc. and protecting them from damage. The Water Department has extensive underground systems that should be located and marked with the assistance of Water Department personnel before work can begin.

13. The prevention of damage to existing site features during the work described in this Section.

14. Maintaining a clean and neat work site throughout the duration of the work described in this Section.

15. Cleaning up the site of the work described in this Section and removing any debris generated in executing the work.

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

Contractor shall guarantee all materials, labor and equipment furnished and installed under this Contract to be free from all defects. The Contractor shall correct such defects at his own expense as may be necessary to the fulfillment of the Contract. The Contractor further agrees that the all new trees, shrubs, groundcover, annuals, perennials and bulbs installed under this Contract shall be guaranteed for a period of one (1) year from the date of acceptance. Any defects that may develop within this period shall be replaced or repaired by the Contractor without any expense to the Department. All maintenance required under this contract shall be performed during the warranty at no cost to the Department.

2.3 QUALITY ASSURANCE

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

2.3.1 Federal Specifications (FS): O-F241D Mixed Commercial Fertilizer.

2.3.2 Grading of plants shall conform to the most recent edition of AMERICAN STANDARDS FOR NURSERY STOCK ASA Z60.1 published by the American Association of Nurserymen.

2.3.3 The names of plants required under this contract are to conform to those given in STANDARDIZED PLANT NAMES, 1942 Edition, prepared by The American Joint Committee on Horticultural Nomenclature.

2.3.4 All plant material shall comply with State and Federal laws, including quarantines with respect to inspection, plant diseases and insect infestation.

2.3.5 All plants shall be grown in accordance with good horticultural practices. Plants shall be grown under climatic conditions similar to those in the City of Philadelphia for at least two years. Successful bidders shall be prepared to supply certificates of origin from the respective nurseries for their stock. They shall have been transplanted or root pruned during growth, according to standards established by the AMERICAN ASSOCIATION OF NURSERYMEN.

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

2.3.7 CHEMICAL HERBICIDE MANAGEMENT PROTOCOLS, a memorandum issued by the Water Department on 10/27/00 governing chemical herbicide use on water treatment plant properties, will be provided by the Contract Administrator to the awarded vendor.

2.4 INSPECTION AND SAMPLES

2.4.1 Prior to installation, the Contractor shall request, in writing and with 1 weeks notice, the inspection of plant material by the PWD or its Representative. Communication shall be by email or fax to the Departmental representatives. The Contractor shall furnish complete information as to the location of all plants.

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

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

A. Planting soil mixes
B. Fertilizer
C. Mulch
D. Peat, compost, and other soil amendments
E. Stakes and tree stabilization systems
F. Weed barrier fabric
G. Seed mixes
H. Tree wrapping material if required
I. Erosion control matting

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

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

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

2.5 PRODUCT HANDLING

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

2.5.2 All stock shall be delivered promptly after digging.

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

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

2.5.5 Plants shall not be pruned prior to delivery.

2.5.6 Immediately after delivery all balled and burlapped plants shall be set on the ground and the balls well protected with soil. All plants shall be watered and properly maintained to the satisfaction of the PWD or its representative.

2.5.7 If plants cannot be planted immediately upon delivery, properly protect them by heeling-in with soil or moist mulch. Water heeled-in plants daily during dry periods and weekly under normal weather conditions.

2.5.8 Store products or plant material with protection from weather or other conditions that would damage or impair their quality or effectiveness.

2.5.9 Protect plants at all times during the planting process.

2.5.10 All material removed from the nursery in spring is to be treated with “Wilt-Pruf.” Evergreen material removed from the nursery in the fall is to be treated with “Wilt-Pruf.”

2.6 PROJECT CONDITIONS

2.6.1 After the award and at least 2 weeks prior to commencement of work, the Contractor will submit for approval a work schedule to the PWD. The Schedule is to include a detailed operation plan specifying deployment and development of manpower and equipment to meet the schedule for the items awarded.

2.6.2 For street tree planting within the Right-of-Way the Contractor shall apply for the necessary planting permits from the Fairmount Park Commission before work is started. The species and exact planting location(s) of the trees to be planted at the curb line are subject to the approval of the inspector in charge before digging and cutting is performed. Contact numbers are:

Fairmount Park Commission General Information: 215-683-0200

Fairmount Park Commission Arborist: 215-685-1661

Website: http://www.phila.gov/fairpark/streetTrees1.htm

2.6.3 Because of site security concerns, commercial trucks and vehicles operating on Water Department Properties without required permission risk intervention. The Contractor will be responsible for notification and obtaining the necessary permission from the Water Department and/or any other City agency, before the start of any work.

2.6.4 Concerns about site security may require all contractor's employees to be registered and obtain a PWD visitor or contractor ID card.

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

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

2.6.6 Scheduled Saturday work will **NOT** be permitted unless approved by the City of Philadelphia Water Department or as directed by the Contract Administrator. If approved, Saturday work will be billed at the awarded price, exclusive of any additional expenses incurred by the contractor, including regular pay or overtime.

2.6.7 In the event the Contractor finds it necessary to apply a non-selective herbicide such as "Round-up™," prior approval by the Department is required. Application of herbicide must comply with guidelines prepared by the Department.

2.6.8 The Contractor shall complete all pertinent City forms dealing with work outputs during the contract period and submit them to the Departmental representative by fax or email within 4 working days of the performance of the work. Typical examples of such forms are the Pesticide Application Record, the Landscape Contractor's Daily Report, and Chemical Herbicide Use and Application Permit and Notification Form- Water Treatment Plants.

2.7 WARRANTY (In Addition to Paragraph 2.2)

2.7.1 The Contractor shall guarantee all materials, labor and equipment furnished and installed under this contract to be free from all defects. The Contractor shall correct such defects at his own expense as may be necessary to the fulfillment of the contract. Defects shall be repaired within 2 weeks of the occurrence. Defective plants shall be removed immediately and replaced within 2 weeks during the planting season or in the first 2 weeks of the next planting season. The Contractor further agrees that the ornamental flowers and shrubs installed under this contract shall be guaranteed for a period of one (1) year from the date of acceptance. Any defects which may develop within this period shall be replaced or repaired by the Contractor without any expense to the City. Any defective plants replaced outside the 2 week period from initial garden planting shall have a 1 year warranty from the new planting date.

2.7.2 Remove and immediately replace all plants, as determined by the Department or its representative to be unsatisfactory during the initial planting installation.

2.7.3 Warrant plant material to be alive and in healthy, vigorous condition for a period of one (1) year after completion and acceptance of all work in this Section. Inspection of work of this Section for start of guarantee shall be made by the Department or its representative at completion of planting.

2.7.4 Replace, at the direction of the Department or its representative, and in accordance with the Drawings and Specifications, all plants that are dead, plants that are in unhealthy or unsightly condition, plants that have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. Plant material is considered dead if it is at least 25% dead, and in the case of trees, the main leader has died back. Warrant all plant material in accordance with this specification for a period of one (1) year after acceptance of installation.

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

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

2.8 PRODUCTS

2.8.1 PLANT MATERIALS

A. All plants shall be the kind and size indicated on the Plant List and shall be true to name. All plant material shall be sound, healthy, vigorous nursery stock with a normal habit of growth typical of the variety or species specified, shall be free from defects, disfiguring knots, sun-scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers and all forms of infestation. All plants shall have a fully developed form without voids and open spaces uncharacteristic of their natural habit. All plants shall have been inspected and approved for sale, transporting and transplanting by all governmental agencies authorized to administer such control.

B. All plant species are to be tagged with their botanical and common names. All plant-patented trees must also include their patent number on the identifier tag.

C. Unless otherwise designated, all plants shall be nursery-grown and acclimated to local soil and climatic conditions.

D. All plants shall be subject to inspection and approval by the Department or its representative throughout the Contract period. The Contractor must supply to the Department or its representative a letter of certification from the supplying nurseries that plant material supplied to the Contractor conforms to the requirements listed in this section.

E. Prior to delivery to the site, the Contractor shall arrange with the Department or its representative the necessary nursery visits for the purpose of selecting and tagging plant material proposed for the project. This will include all trees and shrubs as specified. A list of groundcover, perennial and bulb suppliers must be submitted for approval by the Department or its representative prior to ordering material. The Department or its representative shall inspect proposed plants before plants will be permitted on site.

F. Plants shall be true to measurement specified in the plant list. Plants larger than specified may be used if approved by the Department or its representative at no additional cost to the Contract Price.

G. **Substitutions of plant materials will not be permitted**. If a plant is not available as specified, the Contractor is to notify PWD or its representative during the bidding procedures for a determination.

H. Balled and burlapped stock shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary to the plant's full recovery from disturbance. Root balls shall be firmly wrapped with burlap and bound with twine or wire mesh. The ball sizes provided shall conform to the latest edition of AMERICAN STANDARDS FOR NURSERY STOCK. The ball shall be free of noxious weeds and excess soil on top of the root ball and around the trunk. No plant required to be balled and burlapped shall be planted if the ball is cracked or broken, either before or during the planting process. Loose, broken or manufactured balls will be rejected.

I. Plants shall not be pruned prior to delivery.

J. No pruning wounds shall be present with a diameter of more than one (1") inch. Any pruning wound shall show vigorous bark on all edges.

K. Shrubs and small plants shall meet the requirements for spread and height indicated in the Plant List.

1. The measurement for height shall be taken from the ground level to the average height of the top of the plant and not to the top of the longest branch.

2. Single stemmed or thin plants will not be accepted.

3. Side branches shall be generous, well twigged and well branched to the ground.

4. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, root or branch damage or other injuries.

L. Container stock shall have been grown in its delivery container for not less than six (6) months but not more than two (2) years. Samples, selected at random by the PWD or its representative, shall neither exhibit root bound conditions nor the inability to hold soil firmly intact. Such plants shall be rejected and replaced by the Contractor at no additional cost to the Contract price.

M. All herbaceous plants must be adequately containerized, packaged, etc. to insure viability of plants and the protection of root parts and other plant parts against climatic, seasonal and other injuries.

2.8.2 **SOIL**

A. Topsoil

1. Shall be natural friable clay loam soil capable of sustaining normal plant growth. It shall have a pH between 5 and 7, and shall contain not less than 6% and not more than 10% of organic matter, as determined by loss of ignition of oven dried samples.

2. Topsoil shall be without admixture of subsoil and reasonably and substantially free of refuse, hard dirt, clods or clay lumps, brush, weeds, weed seeds, stumps or roots, stones larger than one half (½") inch in diameter, toxic substances and any other material that may be harmful to plant growth or be a hindrance to planting and maintenance operations.

3. Any topsoil that has been stripped from the site and stockpiled may be used, providing that it meets the requirements specified herein. The Contractor shall be responsible for removing from the stockpiled topsoil any of the deleterious admixtures as listed herein above. Topsoil provided by the contractor from offsite shall be obtained from naturally well - drained areas and shall match the topsoil type normally found at the planting site. It shall be installed by the Contractor with no additions to the contract price.

B. Backfill Mix for Planting and Transplanting

1. The mix shall be a uniform mixture of one part compost material as specified and two parts topsoil by volume. Unless site conditions indicate otherwise, topsoil excavated at the site should be used in the preparation of the backfill mixture.

2. Granular fertilizer shall be uniformly incorporated into the backfill mixture at the rates specified to meet soil test recommendations and to reflect the needs of the species being planted.

3. For plants requiring an acid soil, mature oak leaf compost is the preferred organic amendment and should be incorporated at a ratio of one part compost to two parts topsoil by volume. In the absence of oak leaf compost, peat must be substituted at the same ratio.

4. For plants requiring acid soil acidifying amendments may be required and should be uniformly incorporated into the backfill mixture at the rate specified and according to soil test recommendations.

2.8.3 **PEAT AND OTHER SOIL AMENDMENTS**

A. Organic Amendments:

1. Shall be well-composted leaf matter such as from oak or a well-composted substitute approved by department or its representative.

   a. It must have a pH of between 5.5 and 6.7. This must be tested to current scientific standards and test results provided to PWD or its representative.

   b. It must be screened and free of trash.

c. The Contractor will make every effort to find a local, municipal, not for profit supplier of organic soil amendment. The Fairmount Park Commission is a source.

d. If the amendment is purchased, an invoice from the supplier must be provided.

2. Mature and well- composted oak leaves only are preferred in the preparation of backfill mixtures for plants requiring acid soil. In the event that oak leaf compost is not available, Type I finely divided sphagnum peat moss with a pH of 3.1 – 5.0 or decomposed sedge- peat containing no identifiable fibers may be substituted.

3. Sphagnum peat and sedge-peat described in 2.above may be substituted for the organic amendments listed in 1 above, if those amendments are not available. Their substitution must be approved by the PWD or its representative.

B. Mulch:

1. Mulch

a. Shall be triple shredded hardwood or shredded root mulch, ¾" to 1 ½" in diameter.

b. Shredded pine mulch is preferred for plants requiring acid soil. If it is not available, iron sulfate or “Hollytone” should be incorporated uniformly into hardwood mulch at recommended rates to acidify the mulch.

c. Mulch shall be free from foreign material such as coarse stems, mature seed bearing stalks or roots of prohibited noxious weeds, viable noxious weed seeds and insect life and any substance toxic to plant growth.

d. Mulch must be properly composted and be to good trade standards.

e. Invoices from the mulch supplier must be provided to Department or its representative.

f. The Contractor will make every effort to find a local, municipal, not for profit supplier of mulch. The Fairmount Park Commission is a source.

2. Straw and Salt Hay
   Shall be certified free of weed seeds

C. Dolomite Lime:

1. Shall be agricultural grade mineral soil conditioner containing 35% minimum magnesium carbonate and 49% minimum calcium carbonate, 100% passing through a No. 65 sieve, Kaiser Dolomite 65 AG or approved equal.

2. It shall be applied according to soil test recommendations.

D. Fertilizer:

1. Slow release, organic fertilizers such as “Hollytone” (for plants requiring acid soil), “Plant Tone” and “Garden Tone” (for general application), “Bulb Tone” (for bulbs) or their equivalents shall be used.

2. The use of quick-release, salt-based fertilizer formulations shall be avoided. Their use must be approved by the PWD or its representative.

3. Application rates shall reflect soil test recommendations and the needs of the species being planted.

4. All fertilizers should be free flowing, uniform in composition and suitable for application with approved equipment. They shall be delivered to the site fully labeled according to applicable State Fertilizer Laws and with the name or trademark and warranty of the producer.

E. Acidifying Amendments

For plants requiring acid soils acidifying amendments may be necessary. These shall be iron sulfate, granular sulfur, pelletized sulfur or flowers of sulfur. Application rates will be determined by soil test recommendations.

F. Planting Soil Mixes:

1. Trees and shrubs: the planting soil shall consist of one part organic soil amendment and two parts topsoil by volume.

2. Groundcover and perennials: The planting soil shall consist of one part organic soil amendment and two parts topsoil soil by volume.

3. The organic soil amendment must be evenly mixed throughout the soil.

4. Soil clods two (2") inches or greater must be pulverized before mixing.

5. Soil shall not be mixed while in muddy, frozen condition.

6. Fertilizer should be uniformly incorporated at the rates required to satisfy soil test recommendations.

2.8.4 **OTHER MATERIALS**

A. Anti -Desiccant:

Shall be "Wilt- Pruf" by Nursery Specialty Products, Inc., 207 East 47th Street, New York, NY 10017, or approved equal.

B . Weed Barrier Mat:

Shall be either an acceptable heat- fused non-woven fiber fabric or an acceptable woven-fiber fabric. It shall be manufactured for this purpose from 100% polypropylene, freely permeable to transmit moisture and with a nominal weight of 4.5oz. per sq. yd.

C. Wrapping and Staking Materials:

Trees and shrubs shall be staked or wrapped only as directed by the Department or its representative and the following shall apply:

1. Tree Staples™ as manufactured by Tree Staple, Inc., 139 South Street,

   New Providence, NJ 07974 (Tel:1-877-873-3749, web site: http://www.treestapleinc.com/contact.html) or approved equal.

2. Twine: Jute, minimum 2-ply, biodegradable.

3. Burlap: Shall be made of jute and shall weigh not less than 7.2 ounces per sq. yd. Substitute material shall possess equal strength and resistance to tearing and permeability and must be biodegradable.

5. Wrapping materials: First quality 4" wide bituminous impregnated tape, corrugated or crepe paper, specifically manufactured for tree wrapping having qualities to resist insect infestation, by A.M. Leonard, Inc. or equal.

D. Erosion Control Fabric

Dekowe 400 Coir erosion control matting and stakes as manufactured by Belton Industries, Inc., 8613 Roswell Road, Atlanta, GA 30350 (1-800-225-4099) or approved equal.

E. Currently recommended and approved pesticides.

F. Currently recommended and approved herbicides.

2.9 EXECUTION

2.9.1 SITE PREPARATION

A. Appropriate measures shall be taken at all planting locations to remove all unwanted vegetation, including invasive species and noxious weeds. Removal shall include stumps and roots. If removal cannot be successfully accomplished manually or mechanically and the application of herbicides becomes necessary for successful eradication, it may only be performed with the approval and under the direction of the PWD or its representative. See referenced project Site Preparation Plan for site specific direction for removing vegetation.

B. Removal of unwanted vegetation using herbicides shall be in accordance with PWD Protocols referenced in Section 2.3.7.

C. All surfaces to be prepared for planting shall be cleared of trash, debris, stones larger than one (1”) inch in diameter, roots, brush, weeds, grass, wire, stakes and other material that could interfere with soil preparation.

D. Tilling, amending, regrading or otherwise working the soil shall not occur when the soil is frozen or its moisture level is above field capacity.

E. Preparation of Planting Beds:

1. Remove sod and undesirable growth from the bed areas. Add additional topsoil as specified or if required, to reestablish grade.

2. Uniformly spread compost to a two (2") inch depth and thoroughly rototill it into the soil to a depth of six (6") inches, taking care to prevent damage to subsurface utilities.

3. Rototilling shall take place prior to planting when the soil is moist, but not wet.

4. Remove all roots, stones, and any other debris over one (1") inch in diameter from all plant beds. Dispose of off site.

5. The bed shall be top-dressed with fertilizer as determined by soil test results and as the Specifications indicate. Fertilizer shall be incorporated into the top six (6") inches of the planting bed.

6. Install metal edging if specified and as specified in drawings and according to manufacturers recommendations.

7. Beds shall be mulched after planting.

F. Preparation for Meadow Seeding:

1. Remove undesirable plant species from the area to be seeded as meadow. The ideal and preferable time for this preparation and seeding is mid-spring, between April 15 and May 15. A fall planting in mid September can be acceptable.

2. After control of undesirable vegetation is achieved the site should be shallowly tilled to three (3") to four (4") inches in depth to allow for dormant, undesirable seeds to germinate. A three-week interval at a minimum should be allowed for this process.

3. The site to be seeded should be shallowly tilled again just before seeding or planting unless a drill type seeder, which does not require tilling, is used for seeding.

4. The soil at the site to be seeded should be evenly moist before seed application and may require irrigation such as sprayed from a water truck if other water is not available.

G. Metal Landscape Edging

1. As required in planting specifications, supply Ryerson Steel Landscape Edging: Landscape Border (3/16" X 4") or approved equivalent.

2.9.2 **FINISH GRADING**

A. All plant beds shall be graded smooth and consistently to provide positive drainage unless otherwise specified.. Drainage shall be away from buildings and pathways.

B. Obtain approval from PWD or its representative of grading work prior to commencement of planting.

C. Mulch shall be uniformly applied to the depth specified above finished topsoil grades in all planted areas.

2.9.3 **PLANTING PROCEDURES FOR TREES, SHRUBS, GROUNDCOVER, HERBACEOUS PLANTS AND BULBS**

A. Layout:

1. General: The Planting Plan identifies locations for all material to be planted.

2. PWD or its representative must approve all changes in the Planting Plan.

3. Trees: The locations of trees and large shrubs shall be identified by the Contractor using flagged wood lath staked securely to the ground. <u>The Department or its representative shall approve all staked locations of plant material prior to commencement of planting operations.</u>

4. Small shrubs, groundcover, vines, herbaceous perennials, annuals and bulbs shall be located and spaced as indicated on the Planting Plan and in the Planting Plan Notes.

5. Bed outlines shall be noted with marker paint.

6. The Department or its representative reserves the right, prior to the planting of the material, to change the location of the planting as field conditions warrant, at no additional cost to the Department.

7. When the Department or its representative is satisfied with the location of all material to be planted, the Contractor shall be instructed to proceed with planting operations. This approval may be given on a zone by zone basis.

B. **General:**

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

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

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

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

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

2. At the option and on the full responsibility of the Contractor and with the approval of the PWD or its representative, planting operations may be conducted under unseasonable conditions without additional compensation.

3. Trees with a caliper of four (4") inches and greater shall be planted when dormant.

4. No container grown plant material shall be planted if not acclimated to the current weather conditions.

5. Provide and install fertilizer as specified.

C. Excavation of Plant Pits

1. For street planting within the Right-of -Way the Contractor shall apply for the necessary planting permits from the Fairmount Park Commission before work is started. The species and exact planting location of the tree(s) to be planted

at the curb line are subject to the approval of the inspector in charge before digging or cutting is performed. Contacts numbers are:

Fairmount Park Commission Gen. Information: 215-683-0200

Fairmount Park Commission Arborist: 215-685-1661

Website: http://www.phila.gov/fairpark/streetTrees1.htm.

2. The Contractor is responsible for meeting all aspects of Pennsylvania Act287. This act requires clearances from the various utilities before digging. Most utilities can be reached through the use of the one call number

   (1-800-242-1776). Official clearance numbers are to be recorded and maintained by the Contractor until the completion of the Contract.

3. The dimensions of concrete cuts will be as specified in the Planting Plan and Planting Notes.

4. The use of a jackhammer or drill to cut edges is prohibited.

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

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

7. Any adjustments to plant location in order to avoid utilities must first be approved by the PWD or its representative.

8. The plant pit:

   a. Prior to planting trees in pits, the Contractor shall inspect each pit to insure adequate drainage. If poor drainage is suspected a percolation test may be required. If drainage is found to be inadequate, the PWD or its representative shall be notified and his permission shall be obtained before placing the plant material into such pits. The Contractor shall be responsible to provide proper drainage in each tree pit.

   b. All rocks, rubbish or other underground obstructions shall be removed to the depth necessary to permit proper planting of trees. All undesirable excavate is to be disposed of properly.

   c. Any pockets or depressions resulting from the excavation shall be filled with topsoil and tamped thoroughly prior to the placement of the tree. No existing surface or subsurface obstruction of any kind should interfere with the placing, planting or maintenance of any tree. If any questions in this regard arise, the judgement of the PWD or its representative is final.

   d. Desirable excavate is to be incorporated into the backfill mixture.

   e. Diameter of pits for trees and shrubs shall be at least two (2) times greater than the root-ball when the plant is set to finished grade. In no case shall the distance from the root ball to the side of the pit be less than twelve (12") inches.

   f. The diameter of pits in compacted and/or wet soils shall be no less than three (3) times the width of the root ball. Under such circumstances, the placing of plants in beds should be considered to mitigate the effects of compaction and poor drainage.

g. In well-drained soil the depths of pits shall be such as is required to situate the root collars of the material to be planted at the same level as the existing grade. In compacted and/or wet soil the root collar should be situated one (1") to two (2") inches or one-eighth (⅛) the height of the root ball above existing grade.

h. Do not over-excavate depth of pits.

i. No planting soil or amended soil is to be placed beneath the root balls of the plant materials. All root balls shall be placed on undisturbed or compacted soil at the bottom of the pit. Compaction shall be sufficient to support the plant without settlement.

j. Circular pits with vertical sides shall be excavated for all plants except for plants specifically designated or plants to be planted in beds.

k. Walls and bottoms of pits should be scarified.

l. No plant pits shall be dug until the proposed locations have been staked on the ground by the Contractor and approved by the Department or its representative.

m. Pits shall be dug before plants are moved to the site from protected storage areas.

D. Setting of Plants in Pits:

1. Plants shall be carried and lowered into the planting pit by the root ball. They should not be lifted by the trunk or by branches.

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

3. Removal of root containment material:

a. No burlap shall be pulled out from under the root balls.

b. Burlap shall be removed from the top of rootballs and folded a minimum of 1/3 down the side of the rootballs and adjusted to prevent the formation of air pockets during the backfilling operation.

c. Platforms, wire and surplus binding from top and sides of the ball shall be removed. The top two thirds (⅔) of wire baskets shall be removed.

d. All twine and burlap shall be removed from the trunks of trees.

e. Root containment bags shall be removed.

f. All plastic or synthetic film or twine must be removed from the root ball.

4. Remove containers from all container- grown material. Slash the rootball of container bound plants with 4 to 5 one (1") inch deep cuts the length of the rootball.

5. All broken or frayed roots are to be cut off cleanly.

B. Back-filling pits:

1. Backfill with backfill mix specified. If other additives are found necessary at the time of planting the approval of the PWD or its representative must be obtained.

2. The soil mix shall be compacted and placed carefully to fill voids. Do not over compact the top two thirds (⅔) of the planting mixture.

3. When backfilling is two-thirds (⅔) complete, lay back or cut off and remove the top one third (⅓) of the burlap or other wrapping material on balled and burlapped plants. Thoroughly water the plant. After the water has been completely absorbed, complete backfilling and water the plant again.

4. Individually planted trees and shrubs shall have a four (4") inch high berm of excavated soil placed outside the rim of the pit to form a saucer.

5. All plants shall be watered thoroughly twice during the first 24-hour period after planting and then as necessary during the growing season to assure proper growth and health.

6. After the ground settles, additional amended backfill shall be added to the level of the finished grade.

7. No backfilling will be allowed around trunks or stems. The top of the root-ball shall never be covered with soil.

8. Every care should be taken during backfilling, tamping and watering to avoid damaging the plants and roots and to avoid air pockets. Any roots or branches that are broken or bruised before or during planting shall immediately be pruned to sound tissue with a clean cut.

9. Plants must remain straight during backfilling.

10. Remove all tags, labels, strings and wire from plants unless otherwise directed.

11. Weed barrier mats shall be installed to the limits of the planting area around trees and shrubs individually planted in turf. This shall be done prior to mulching.

F. Tree Stabilization

1. Installation of Tree Staples™ or approved equal is preferred for stabilization/anchoring and for theft prevention.

2. There shall be no staking or guying unless specified or when site conditions require such measures to maintain plantings in an upright position. Such decisions will be made on a case-by-case basis and must be made in consultation with the PWD or its representative.

3. The Department or its representative and the Contractor shall review the Planting Plan to determine trees that shall be stapled or staked.

4. See referenced project Planting Plan for site specific instructions regarding stabilization systems.

5. Tree staples shall be installed in the manner and in the number recommended by the manufacturer.

6. Staking shall be as shown on the drawings and shall be completed within 48 hours after the planting.

7. Stakes are not to come into contact with the tree or root ball.

G. Tree Wrapping

1. Trees shall be spirally wrapped only when specified in the Planting Plan and Planting Notes with the wrap specified, from the ground up to the second branch or as directed, so that the trunk shall be completely covered.

2. The wrapping shall be tied to the tree with soft, heavy twine every two feet.

3. Wrapping should be done immediately after planting.

H. General Shrub Planting:

Plant according to specifications and as follows:

1. Massed shrubs shall be planted in beds prepared as specified in section 2.9.1 E. Within the bed, a pit for the proper setting of each shrub shall be excavated.

2. Cut and remove wire and rope from the top of the rootball and roll burlap back a minimum one third (1/3) of root ball height. Remove as much burlap, woven products and twine as possible. Remove all plastic or synthetic film or twine from the rootball. Cut all twine away from the trunk.

1. Plant as specified in Sections 2.9.3 C, D, and E.

2. Water shrub or shrub mass thoroughly in order to saturate the rootballs and eliminate air pockets.

3. Installation of Tree Staples™ or approved equal as recommended by the manufacturer and as instructed in the referenced project Planting Plan.

4. Mulch after planting and stabilization.

I. Groundcover and Herbaceous Perennial Planting:

1. Groundcovers shall be planted in beds prepared as specified in Section 2.9.1

2. Planting should be done at the spacing indicated on the Planting Plan and in the Planting Notes.

3. When using augers to dig planting holes twist the auger to enlarge the planting hole and loosen the surrounding soil or drill several adjoining holes to do the same. The area of loosened soil shall be at least twice that of the root ball of the specimen to be planted.

4. Moisten and split biodegradable pots before planting and remove non-biodegradable pots. Loosen the roots of all potted plants.

5. Plants shall be installed so that the roots are surrounded by the soil below the mulch. Roots shall not be planted in mulch. Potted plants shall be set so that the soil at the top of the pot is at the same level as the existing grade. The roots of bare root plants shall be covered up to the crown.

6. Soil should be firmed around plant roots.

7. The entire planting bed should be watered thoroughly within one hour of planting.

8. Cover all planting areas with specified mulch to a uniform loose depth of two (2") inches taking care not to cover the plants or their crowns. Beds shall not be mulched when plants are dormant.

9. All planting areas shall be raked to a smooth, even finish. All extraneous materials in the planting beds greater than one half (½") inch in size shall be removed from the site and the entire area left in a neat, well- finished condition.

10. In cases where the installation of erosion control fabric is specified in the preparation of planting beds containing perennials alone or in combination with trees and shrubs, the following shall apply:

    a. Beds shall be prepared as specified.
    b. Trees and shrubs shall be installed as specified.
    c. Erosion control fabric shall be installed and staked as recommended by manufacturer.
    d. Perennial plants shall be installed through openings in the erosion control fabric. This shall be accomplished by pulling the fabric apart to create suitably large openings. Cutting should be avoided.
    e. Mulching shall be as specified.

J. Bulb Planting:

1. Bulbs shall be planted in beds prepared as specified in Section 2.9.1 to a depth determined by the requirements of the bulb species. Soil amendments shall be incorporated to that depth.

2. Small quantities of bulbs or bulbs interplanted with other species shall be planted in individual planting holes excavated to the proper depth with a hand trowel, bulb planter or power auger.

3. When large numbers of bulbs are to be planted in one location, the entire area shall be excavated to the proper planting depth, the bulbs set out at the proper spacing and covered with soil.

4. Bulbs shall be planted at the proper orientation and spaced as specified in the Planting Plan and Planting Notes.

5. The bed shall be mulched with a two (2") inch layer of shredded hardwood mulch after planting and after the ground is frozen.

K. Meadow Seeding:

1. Hydro seeding is not acceptable. Mechanical seeders such as drill type seeders and broadcast seeders are the most feasible method of application in larger areas.

2. Smaller areas are usually best seeded by hand broadcasting or with a seeder similar to Truax Company Inc.'s 'Seed Slinger' using a slightly moist inert carrier such as sawdust, peat or vermiculite. A bushel basket of inert material is evenly blended with the seed mix for every 1000 square feet of area to be seeded. Half of this mix should be hand broadcast in one direction and then the other half applied in a perpendicular direction to ensure even coverage.

3. After seeding the site should be rolled for adequate seed to soil contact.

4. After rolling the seeded area should be lightly mulched with certified weed free straw or salt hay. Soil should still be visible through the mulch.

5. Straw mulch is best applied by chopping and blowing such as with a manure spreader. Hand spreading is acceptable.

6. The site should be lightly irrigated immediately following seeding and mulching.

7. See referenced project Site Preparation Plan and Planting Plan for site specific installation instructions

8. If plugs are used in meadow planting they shall be handled as perennials and bed preparation shall be as for perennials.

L. Erosion Control

Install erosion control fabric and stake as per manufacturer's recommendations.

M. Mulching:

1. Unless the contractor is directed otherwise, all plant beds and pits shall be mulched to a uniform loose depth of three (3") inches with the mulch specified, except areas around herbaceous perennials which shall be mulched to a depth of 2 ".

2. If planting is done in beds, the entire bed shall be covered to the required depth of mulch as specified after planting.

3. The area mulched shall include berms and shoulders.

4. The mulch shall be raked to an even surface to the limits specified in the Contract Documents.

5. Mulch shall under <u>no</u> circumstances be placed or mounded against trunks or stems of plants.

6. Mulching is to be performed within two (2) days of planting.

7. Perennials and groundcovers shall not be mulched when dormant. Bulbs shall be mulched after the ground is frozen.

8. Areas seeded for meadow establishment shall be mulched as described in Section 2.9.3 K above.

N. Pruning:

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

2. Only clean, sharp tools shall be used.

3. All trees and shrubs shall be pruned in accordance with good horticultural practice to preserve the natural character of the plant.

4. Broken branches, dead branches and branches which interfere with the desired shape of the plant shall be removed.

5. The central leader of any tree should not be pruned. On multiple leader plants, the leader that will best promote the appropriate form shall be preserved.

6. Branches shall be cut above and parallel to the tree collar adjoining the trunk or main branch at a point beyond a lateral shoot or bud a distance of not less than one half (½) the diameter of the supporting branch.

7. The cut shall be made at an angle away from the branch to allow for proper drainage.

8. All street tree plantings are to be pruned to a height of six (6') feet above the sidewalk.

9. No tree wound dressing shall be applied unless specified by the PWD or its representative.

10. Hedges should be pruned as directed on the Planting Plan and in the Planting Notes.

2.9.4 **CLEAN UP, PROTECTION AND MAINTENANCE**

A. Clean Up:

1. During planting all areas shall be kept neat and clean, and all reasonable precautions shall be taken to avoid damage to existing site features.

2. The Contractor shall remove and properly dispose of all debris during the progress of this work.

3. Upon completion of the work, all equipment, unused materials, and remaining debris shall be removed from the site and the area cleaned to the satisfaction of the PWD or its representative.

4. Any damaged areas shall be restored to their original condition at the Contractor's expense.

B. Protection:

1. The Contractor shall at all times protect the work and the materials in and about the project from damage caused by the work related to construction, weather, wind, fire, theft, the public etc. and shall make good any such damage or loss occurring entirely at the Contractor's own expense.

2. Special planting techniques, defoliating, wilt proofing or spray misting may be required by the PWD of its representative for unseasonal planting, prolonged periods of drought, etc.

3. No work shall be performed in, over or adjacent to planting areas without proper protection and safeguards.

4. The Contractor shall not store any material or equipment on PWD property without the written consent of the PWD.

C. Maintenance:

1. The Contractor shall perform all maintenance of the landscaping work beginning immediately after each plant is planted and extended through the course of the project until the date of provisional acceptance of the work.

2. Maintenance of new plantings during the warranty period shall consist of the operations described below, and be to the standards specified in Section 2 : Specifications; Part II; Landscape Maintenance Specifications:

   a. Pruning in accordance with good horticultural practice.

   b. Removal dead and diseased plants or parts of plants from the site.

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

   d. Watering:

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

      Meadows: If rainfall is not adequate to keep the soil moist under the straw mulch during germination and establishment the site should be irrigated. Irrigation during germination should keep the soil moist, but not wet. In using irrigation during establishment the top half-inch of the soil surface should be allowed to dry between irrigations. During the first year of establishment in the growing season (through early September following a spring seeding) the soil surface should not remain dry for more than four consecutive days.

   e. Tightening and repair of guy wires and stakes.

   f. Resetting plants to proper grades and upright positions.

   g. Restoration of planting saucers.

   h. Replenishing and replacing mulch that has become dislodged.

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

   j. For meadow management see the referenced project Management Program for detailed instructions.

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

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

5. Guy wires, stakes and hoses shall be removed prior to the end of the maintenance period.

6. All remaining rope and burlap must be removed from rootballs of planted material at the end of the maintenance period.

7. Proper disposal of any debris generated in the performance of maintenance tasks shall be required.

8. During the maintenance interval the contractor shall be responsible for the performance of all work as outlined above.

D. Acceptance:

1. The Contractor shall request acceptance of the completed installation work at the time of completion and to begin the one (1) year guarantee and maintenance period.

2. Site inspection reports shall be submitted by the Contractor to the Department representative ninety (90), one-hundred eighty (180), and two-hundred- seventy (270) days following the completion of the landscaping and planting installation.

3. At the conclusion of the twelve- month maintenance period, a final inspection of the planting site will be made by the PWD. Plantings not approved at the time of the final inspection shall be replaced as indicated by the inspector without additional compensation. Replacements shall be made in the current or following planting season with a similar size and species as the original planting.

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

SECTION 2: SPECIFICATIONS

PART II

LANDSCAPE MAINTENANCE SPECIFICATIONS

MAINTENANCE PROCEDURES FOR TREES, SHRUBS, GROUNDCOVER, HERBACEOUS PLANTS, BULBS AND PLANTING BEDS

A. For the work of plant maintenance all possible means shall be employed to preserve the plants and vegetative material existing within the site in a healthy and vigorous growing condition to secure their successful establishment and to allow them to develop their natural form.

B. Timing

1. The maintenance contract period extends from March through December.
2. PWD personnel or their representatives will perform area inspections and clean-up on a daily or weekly basis. The Contractor will be informed of any conditions needing his immediate attention.
3. The timing of the six (6) annual Contractor maintenance inspections and service visits shall be according to the following schedule: March for Spring cleanup, April for initial growth review and mulching, June, August, October, and December for winter cleanup. All maintenance visits should be performed in accordance with these specifications.
4. All scheduled work is to be performed during normal working hours, 7:00 AM to 3:00 PM, Monday through Friday unless approved by the city of Philadelphia Water Department or the designated contact. No work shall be performed on the following holidays:

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

5. Scheduled Saturday work will **NOT** be permitted unless approved by the City of Philadelphia Water Department or as directed by the Contract Administrator. If approved, Saturday work will be billed at the awarded price, exclusive of any additional expenses incurred by the contractor, including, regular pay or overtime.

6. For maintenance at each site, the following form must be completed and submitted by the contractor within one week of maintenance. Form provides fax number for Water Department only. Other Departments must be contacted.

Signature Landscapes

CONTRACTOR MAINTENANCE REPORT FORM

PROJECT LOCATION: _____Date of maintenance: _____

Foreman directing operations: _____Signature: _____

ROUTINE MAINTENANCE CHECKLIST

OVERALL APPEARANCE AND PLANT CONDITION (Circle one): GOOD FAIR POOR

Comments:

STANDARD MAINTENANCE OPERATIONS (Check boxes for work performed and add comments in the space provided)

1. ☐ **WEEDING, WEED CONTROL/REMOVAL OF DEAD/ DISEASED/DAMAGED PLANT MATERIAL**

2. ☐ **MULCHING**

3. ☐ **EDGING**

4. ☐ **PRUNING/DEAD-HEADING**

5. ☐ **CLEANUP**

SPECIAL SERVICES (Approval required)

6. ☐ **REPLACEMENT AND SUPPLEMENTAL PLANTING**

7. ☐ **INSECT/DISEASE CONTROL**

8. ☐ **WATERING**

NEXT ANTICIPATED VISIT: Date: _____. PURPOSE (check appropriate box):

☐ **FOLLOWUP OPERATIONS REQUIRED AS NOTED ABOVE** ☐ **ROUTINE MAINTENANCE**

WORK ACCEPTANCE AND PAYMENT:

Please remit this form by fax to the Landscape Architect at 610-584-8815 within one week of the completion of the work. Payment will be made pending review of the completed work.

C. Equipment requirements
Contractor shall refer to paragraph 1.11.1 for equipment requirements.

D. Crew Requirements
Contractor shall refer to paragraph 1.11.1 for crew requirements.

E. Clean Up

1. The Contractor shall remove and properly dispose of all debris during the progress of this work.
2. Upon completion of the work, all equipment, unused materials, and remaining debris shall be removed from the site and the area cleaned to the satisfaction of the Department or its representative.
3. Any damaged areas shall be restored to their original condition at the contractor's expense.

F. Protection

1. The Contractor shall at all times protect the work and the materials in and about the project from damage caused by the work related to maintenance.
2. In the performance of maintenance tasks, the Contractor shall maintain the integrity of original bed lines as delineated in plan. Beds shall be reshaped if deviation has occurred.
3. The Contractor shall at all times perform his work in a manner that protects workers, Department personnel and pedestrians. Personnel using mechanized equipment shall be equipped with safety glasses and/or ear protection and shall be required to wear long pants and proper steel toed work boots while performing the work.
4. Specialized planting techniques, defoliating, wilt proofing or spray misting may be required by the Department or its representative for planting out of season, prolonged periods of drought, etc.
5. No work shall be performed in, over or adjacent to planting areas without proper protection and safeguards.
6. The contractor shall not store any material or equipment on Department property without written consent .

G. Turf Maintenance

1. Turf maintenance specifications are not included in this document. They are outlined in a separate document and under a different contract.

H. Site maintenance operations shall consist of:

1. Ongoing operations

a. All planted areas shall be kept neat and clean and free of all clippings, debris and trash.
b. All drain inlets shall be kept clear of trash, leaves and other debris.
c. All associated paved areas shall be kept free of trash, debris and silt.

2. Spring Clean-Up

a. Shall take place in the spring from March 1 to March 15 or within two weeks of snow melt, whichever comes first.
b. Shall include, but is not limited to:

- Removal of all volunteer growth and treatment of any stumps with herbicide to prevent regrowth. Herbicides and their use must be approved by PWD
- Removal of all weeds and other plants not part of the original landscape plan, unless their retention is approved by the Department or its representative.
- Cutting and removing the above ground portions of herbaceous plants that have been retained for winter interest.
- Raking and clearing areas of all organic and inorganic debris. Mulch shall not be removed.
- Proper disposal of collected material.
- Addition of mulch to required levels and as specified in Section I. 4.
- Fertilizing as requested or as specified.
- Resetting of edges in the absence of metal edging
- Pruning of all parts of woody plants that have died during the winter. If the condition of the plant part is not clear, the contractor shall wait until the plant leafs out to determine if pruning is necessary.
- Pruning back shrubs that have become overgrown will be performed only as directed by the Department representative or its approved representative.

- Performing soil tests of representative sections of each site to determine nutrient needs. Soil test data shall be reported to the Department representative. Contractor will add fertilizer only as directed by the Department

3. Routine growing season maintenance
   - as described in Section I.
4. Fall Clean-Up
   a. Shall take place in the fall in the third week of November.
   b. Shall include:
   - Cutting of all above ground portions of herbaceous plants to a height of 4 to 6" unless instructed otherwise by Department representative. Some plants may be retained for winter interest.
   - Raking and clearing areas of all organic and inorganic debris including leaves. Mulch shall not be removed.
   - Addition of mulch to required levels as specified in section 1.4
   - Weeding with special attention to winter annual weeds such as common Chickweed.
   - The "Fall Clean-Up" will not substitute for the Contractor's responsibility to maintain the area in a debris free condition in the latter part of the contract season. A gap in service is anticipated when seasonal activities cease and before "Fall Clean-Up." The debris that collects during this period is that which will be removed as part of the "Fall Clean-Up."
5. Winter Clean-Up
   a. Shall take place during plant dormant season. This is outside the contract period and will be performed by Department personnel.
   b. Shall include:
   - Removing trash and unwanted debris
   - Inspection for, and repair of, winter and snow removal damage

I. Plant Maintenance Operations shall consist of:

1. Removal, replacement and replanting of dead or diseased plants or spent annuals as specified above. Replacement is contingent on approved budget for additional expenses and shall only occur with the approval of Department or its representative. Department should be notified of dead or diseased plants for approval to perform the work. Replacement and replanting shall be as outlined in the section detailing the Planting Specifications.

a. Removal of trees shall include stump removal of trees under three (3") inches in diameter and grinding of stumps over three (3") inches in diameter to 6" below surface elevation..

b. Wood chips shall be removed and the site backfilled with native soil and compacted to grade.

c. All non-diseased wood or leaf waste material that are removed from the site shall be reduced, reused, recycled and/or transformed through composting at the appropriate facilities.

2. Pruning: Trees and Shrubs

a. Pruning shall be done in accordance with accepted pruning practices as recommended by The American Society of Arboriculture.

b. Pruning shall be done to remove dead, damaged or diseased wood, water spouts and crossing branches and to maintain and enhance the natural form of the species.

c. The pruning of shrubs shall include the removal of spent flowers where practical.

d. Thinning: Pruning shall include thinning, the removal of unbranched shoots originating from the base of the plant to their point of origin. Such shoots may also be referred to as waterspouts or suckers.

e. Rejuvenation: Pruning shall include the rejuvenation of shrubs. This is the removal of old, weakened branches and the retention of younger, vigorous growth. Seriously overgrown plants should be rejuvenated over a period of three years.

f. Shearing: Note that the shearing of plants is not permitted unless directed.

- Shearing of hedges shall be performed as necessary to keep them in a well groomed condition. Timing and frequency may vary with the species of the hedging plant.
- The base of the sheared hedge should be wider than the top to allow for sunlight penetration to the bottom of the hedge.
- Overgrown or improperly sheared hedges should be rejuvenated over a period of three years, removing only a section each season.
- Rejuvenation should only be carried out with the approval of PWD or its representative.

g. Each plant must be considered individually when making pruning cuts.

h. Timing of pruning and the specific plants to be pruned must be approved by PWD or its representatives.

i. Appropriate pruning times should be dictated by the requirements of the species to be pruned. Some general guidelines to be followed are:

- Spring flowering species should be pruned in the spring after flowering.

- Summer or autumn flowering species should be pruned in early spring at the beginning of the contract period before new growth appears.
- Evergreens should be pruned in early spring.
- Broadleaf evergreens should be pruned after flowering.
- Most deciduous trees should be pruned while dormant. Consult appropriate references for correct timing.

j. Plants that impede movement of pedestrians or vehicles or are otherwise obstructions shall be pruned as needed.

k. Only clean, sharp tools shall be used in performance of pruning operations.

l. Trees should not be topped. The central leader of any tree should not be pruned. Specimens with multiple leaders should be maintained in that condition unless the contractor is instructed otherwise.

m. All street tree plantings shall be pruned to a height of six feet (6') above the sidewalk.

n. No tree wound dressing shall be applied unless specified by PWD or its representative.

o. Trees that are too large to be pruned from the ground shall be pruned by a certified arborist and are not part of these specifications. This determination shall be made in consultation with PWD or its representative.

p. Trees obstructing power lines shall be pruned by the appropriate utility.

q. Groundcovers shall be edged to keep them in bounds. Top growth should be trimmed as necessary to maintain an overall uniform appearance.

3. Pruning: Herbaceous plants

a. Herbaceous plants shall be pruned by deadheading, (the removal of spent flowers and associated stems) once during every maintenance cycle while in bloom.

b. The dead, above ground portions of perennial herbaceous plants shall be removed to a height of 4 to 6" after the plants are dormant during the fall or spring clean up. Timing will depend on plant species. Grasses may be left until late winter or early spring if they maintain their visual integrity during this period.

4. Mulching: Tree Pits and Shrub Planting Beds

a. Mulch shall be as follows:

- Shall be triple shredded hardwood or shredded root mulch, ¾"to 1 ½" in size.

- Shredded pine mulch is preferred for plants requiring acid soil. If it is not available, iron sulfate or Hollytone™ should be incorporated uniformly into hardwood mulch at recommended rates to acidify the mulch.
- Mulch shall be free from foreign material such as coarse stems, mature seed bearing stalks or roots of prohibited noxious weeds, viable noxious weed seeds and insect life and any substance toxic to plant growth.
- Mulch must be properly composted and be to good trade standards.
- Invoices from the mulch supplier must be provided to PWD or its representative.
- The Contractor will make every effort to find a local, municipal, not for profit supplier of mulch that meets the criteria outlined in this section. The Fairmount Park Commission may be a source.

b. Mulch of the type specified above shall be applied in the manner and to the depth specified only when existing mulch has been removed or has decomposed leaving less than the recommended depth of mulch.

c. Recommended depths of mulch are as follows:

- Trees and shrubs: 3"Perennials, annuals, groundcovers and bulbs: the entire bed, with the exception of plants' crowns, should be covered with 2" of mulch.

d. Existing mulch should not be removed unless necessary. It should be left to decompose.

e. Under no circumstances should the depth of mulch exceed the limits specified above.

f. Colored mulch should not be used.

g. Weeds and grass should be removed before the application of mulch.

h. Mulch should not cover the base of trees and shrubs.

i. Mulch should be evenly and loosely distributed over the specified area.

j. A mulch ring of a minimum of five (5') feet diameter should be maintained around individually planted trees to reduce mowing and mower damage.

k. Spring mulching shall take place before April 30th. Herbaceous perennials shall not be mulched until a minimum of 6 inches of new growth has emerged.

5. Weeding

   a. All beds shall be weeded as necessary during the growing season at an interval necessary to keep them in a neat and clean condition.
   b. The maximum interval between weeding operations shall be one (1) month.
   c. The use of mulch shall be part of a program of weed suppression.
   d. Manual weed control is preferred when practical.
   e. Removal of weeds must include roots. The use of digging forks, hand forks, or other specialized weeding tools are required in cases where plant roots are extensive and persistent.
   f. The Contractor is responsible for the selection of herbicides for weed control and must secure approval for their use from PWD or its representative.
   g. The preferred class of post-emergent herbicides is glyphosates.
   h. Approved herbicides shall be applied in accordance with accepted practices of the Pennsylvania Department of Agriculture guidelines regarding the use of herbicides. The Contractor shall follow the manufacturer's instructions for the use and application of any herbicide.
   i. The use of herbicides must be in accordance with the PWD Glyphosate Use Policy.

6. Edging

   a. Edging of perennial and shrub beds shall be performed as necessary to maintain the integrity of bed lines as shown in plan. If deviation occurs, beds shall be returned to their original shape.
   b. Surface roots of trees and shrubs shall not be severed while edging.
   c. The creation of furrows to separate turf areas from bed areas shall be avoided.
   d. Debris from edging shall be removed.

7. Insect and Disease Control

   a. The contractor shall be responsible for the inspection of plants and planted areas for damaging insects and disease and their identification and control if they are found to be present. Inspections should be performed once each maintenance cycle, or not less than once per month, or as requested by PWD or its representative.
   b. Personnel certified in insect and disease detection and control shall be used by the contractor in performance of this work.

c. The Contractor shall propose control measures to PWD staff for consideration and approval.

d. Control of insect and disease shall be implemented using a program of Integrated Pest Management (IPM). The least toxic technique of control should be selected and its application should be timed for maximum effectiveness.

e. Disease or insect infestation that can be remedied by pruning and the proper disposal of affected plant parts should be handled in this manner by the Contractor as a first measure of control.

f. The Contractor shall treat the plants and/or planted area in accordance with the most current accepted horticultural methods and the most current Pennsylvania Department of Agriculture guidelines regarding the use of pesticides.

g. The Contractor shall follow the manufacturer's instructions for the use and application of pesticides.

h. If particularly disease prone specimen(s) come to the attention of the Contractor, they should be brought to the attention of the PWD representative and replacement suggested.

i. Application of herbicides shall use the Thin Vert™ system.

8. Fertilizing and soil amendment

a. Fertilizer shall be as follows:

- Slow release, organic fertilizers such as Hollytone™ (for plants requiring acid soil), Plant Tone™ and Garden Tone™ (for general application), Bulb Tone™ (for bulbs) or their equivalents shall be used.
- The use of quick-release, salt-based fertilizer formulations shall be avoided. Their use must be approved by the PWD or its representative.
- Application rates shall reflect soil test recommendations and the needs of the species being planted.
- All fertilizers should be free flowing, uniform in composition and suitable for application with approved equipment. They shall be delivered to the site fully labeled according to applicable State Fertilizer Laws and with the name or trademark and warranty of the producer.

b. Acidifying amendments shall be as follows:

- For plants requiring acid soils acidifying amendments may be necessary. These shall be iron sulfate, granular sulfur, pelletized sulfur or flowers of sulfur. Application rates will be determined by soil test recommendations.

c. Areas to be fertilized or amended shall be identified in consultation with PWD personnel or its representative. A soil test of the area in question shall be performed and a copy of the results provided to PWD.
- The treated area around shrubs should extend to the dripline.
- The treated area around trees should be 1.5 the extent of the dripline.

d. General guidelines for fertilization and amendment
- Fertilizer should be applied only in cases where plants fail to thrive as the result of nutrient deficiency that has been established through soil testing.
- Fertilizing young trees producing less than 12" of growth per season should be considered.
- Mature trees should only be fertilized when they exhibit a reduction in vigor.
- Shrubs should only be fertilized if they exhibit a reduction in vigor.
- Newly planted groundcovers and herbaceous plants should be fertilized with a slow release organic fertilizer as described in Section 8 a. above in the first two to three years after planting. Subsequent fertilization should not be required unless indicated by lack of vigor and soil testing.

e. Fertilizer application methods
- In surface application the fertilizer shall be uniformly applied to the area to be fertilized and lightly incorporated into the top soil layer. Care should be taken to avoid damaging plant roots. Surface application is not appropriate on slopes or surfaces where runoff can be anticipated.
- Subsurface dry fertilization and subsurface liquid fertilizer injection should be the methods used to fertilize areas where runoff can be anticipated. Dry fertilization holes and liquid fertilizer injection sites should be evenly spaced throughout the area to be fertilized.

f. Where organic amendment is specified in place of fertilizer it shall be as follows:
- It shall be well-composted leaf matter such as from oak or a well-composted substitute approved by PWD or its representative.
- It must have a pH of between 5.5 and 6.7. This must be tested to current scientific standards and test results provided to Department or its representative.
- It must be screened and free of trash.

- The Contractor will make every effort to find a local, municipal, not for profit supplier of organic soil amendment meeting these criteria. The Fairmount Park Commission may be a source.
- If the amendment is purchased, an invoice from the supplier must be provided.
- Composted leaf matter is preferred, but if substitution is required, composted sewage sludge or municipal solid waste compost may be used. Department or its representative must approve their use.
- It shall be applied as specified in Section 10b.

9. Watering

a. The Contractor shall monitor plantings for water stress in periods of drought and bring this to the attention of the Department representative.

b. If supplemental watering of established plantings is required outside the warranty period, the Contractor may be asked to do so at additional cost to Department.

c. If available, the Department will supply a water source if the Contractor is retained to water.

d. Water shall be applied at a low presssure to the base of plants, allowing water to be absorbed into the soil until saturated, but without runoff.

10. Maintenance of Perennials Beds

a. Above ground portions of herbaceous perennials that have remained over the winter shall be cut 4 to 6 " from the ground by March 1.

b. In early spring, as plants break dormancy and after beds have been cleared of accumulated winter debris, beds shall be fertilized by spreading one (1") inch of compost as specified in Section 8. e. on the surface of the beds. Care must be taken not to cover or disturb crowns.

c. In early spring, after clean up and fertilizing with compost, beds shall be mulched with mulch as specified in Section 4.a to a loose and uniform depth of no more than two (2") inches. Existing mulch shall be part of this calculation. Plants shall not be mulched while dormant. Crowns shall not be covered by mulch. Mulch shall be applied before plants have broken dormancy and produced 6" of new growth. It shall be applied as soon thereafter as possible, but no later than the next routine maintenance service.

d. Beds shall be weeded as specified in Section 5.

e. Spent flowers and associated stems shall be removed. Foliage shall not be removed.

f. After the first killing frost in the fall, above ground portions of plants shall be removed flush to the ground with the exception of species that will be retained for winter interest. Those species will be identified by Department or its representatives. Care shall be taken not to damage crowns.

g. Mulch shall be refreshed in late fall after the ground is frozen. Bare spots shall be lightly covered. Crowns of plants shall not be covered.

h. Division of perennials shall be carried out on an as needed basis and in consultation with Department or its representatives.

11. Maintenance of Bulb Plantings

a. Bulbs will most generally be interplanted with flowering perennials. If they are to be retained for more than one season:

- Spent flowers shall be removed promptly after flowering.
- Leaves shall be allowed to yellow and shall then be removed to the ground.
- Fertilizer requirements will be met in fertilizing perennials.

b. Bulbs such as tulips, planted for one season of color only, shall be removed entirely after flowering.

SECTION 2: SPECIFICATIONS – PART III

In Section 5, "Pricing", bidder shall state a Lot Price for Each of the following Items listed below:

A Mandatory Site Inspection will be held for each of the following locations in accordance with the Date and Time provided for each line listed below.

The attached Certification of Site Visit Sheets must be signed by the designated City contact person and completed by vendor.

1. Mandatory Site Inspection Date-Tuesday, April 1, 2008 @ 9:30 AM
Price for Landscape Maintenance Service (6 site visits per year)–
Queen Lane Water Treatment Plant
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs
And Planting Beds – **Fox St. and Abbottsford location**

2. Mandatory Site Inspection Date-Tuesday, April 1, 2008 @ 10:00 AM
Price for Landscape Maintenance Service (6 site visits per year)–
Queen Lane Water Treatment Plant
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs
And Planting Beds – **Henry Ave. and Queen Lane location**

3. Mandatory Site Inspection Date-Tuesday, April 1, 2008 @ 11:00 AM
Price for Landscape Maintenance Service (6 site visits per year)–
Belmont Water Treatment Plant
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs
And Planting Beds – **Belmont Ave. and City Ave. location**

4. Mandatory Site Inspection Date-Tuesday, April 1, 2008 @ 11:30 AM
Price for Landscape Maintenance Service (6 site visits per year)–
Belmont Water Treatment Plant
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs
And Planting Beds – **Belmont Ave. and Ford Rd. location**

5. Mandatory Site Inspection Date-Tuesday, April 1, 2008 @ 12:00 PM
Price for Landscape Maintenance Service (6 site visits per year)–
Belmont Water Treatment Plant
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs
And Planting Beds – **Stout Rd. and City Ave. location**

6. Mandatory Site Inspection Date-Tuesday, April 1, 2008 @ 2:00 PM
Price for Landscape Maintenance Service (6 site visits per year)–
29th St. Building Complex – in front of main building
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs
And Planting Beds -29th and Cambria location

7. Mandatory Site Inspection Date-Wednesday, April 2, 2008 @ 11:00 AM
Price for Landscape Maintenance Service (6 site visits per year)–
Northeast Water Pollution Control Plant – Inside / Outside Perimeter (Via Delaware Ave. / Lewis Street / Castor Ave.)
To include Trees / Shrubs / Groundcover / Herbaceous Plants /
Bulbs And Planting Beds – **3895 Richmond Street location**

8. Mandatory Site Inspection Date-Wednesday, April 2, 2008 @ 2:00 PM
Price for Landscape Maintenance Service (6 site visits per year)–
24th / 25th Police District Building – perimeter of main building
To include Trees / Shrubs / Groundcover / Herbaceous Plants /
Bulbs And Planting Beds – **3901 Whitaker Avenue location**

9. Annual Lot Price for Removal of Dead Plants and Installation of New Plants at all Philadelphia Water Department landscape gardens. Actual price based upon request for work by PWD, submitted price for work by contractor, and written approval by PWD. Invoice shall include all involved locations and the plants installed at those locations.

Estimated Expenditures: $10,000.00

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

3.1.1 Bids will be evaluated by the Procurement Department.

3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.

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

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

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

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

3.2 AWARD:

3.2.1 This Invitation and Bid shall be awarded as a Whole to the lowest responsive, responsible bidder for the Total of Items 5.1 through 5.9. Bidder must be in compliance with Equipment and Crew requirements as listed in Section 1.11 and must bid on all items to be eligible for award.

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

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

3.2.3 **PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of $25,000.01. All awards at the $25,000.01 amount will be subject to a $50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

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

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

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

3.2.5 **INSURANCE:**

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

Order Against Contracts
Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

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

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

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

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

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

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

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

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

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

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

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

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

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

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

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

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

4.2.6 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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

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

Penalties:

1. Turf Damage
2. Tree Damage
3. Property Damage
4. Missed Deadline
5. Schedule Delay
6. Trash Removal Delay

A detailed explanation of each penalty follows:

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

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

3. **Property Damage**
Property Damage is defined as any damage to buildings, facilities, fencelines, etc. and all features in the landscape.

4. **Missed Deadline**
Missed Deadline is defined as the vendor's failure to meet the contract requirement of completing the Landscape planting and maintenance services within their designated time frames.

5. **Schedule Delay**
Schedule delay is defined as the occasion when the vendor does not adhere to the agreed upon schedule of work at the designated Water Department locations.

6. **Trash Removal Delay**
Trash removal delay is defined as the occasion when the vendor does not remove ALL gathered trash and debris from the location. Trash may not be left overnight.

7. Existing penalties for poor workmanship and performance apply to all sections of the contract including new, or added areas.

4.3 **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 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. 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

CITY OF PHILADELPHIA

Prevailing Wage Rate Schedule

Landscape Planting and Maintenance Services

A. Job Classification & Wage Rates

	Hourly Rate	Fringe Benefits
Grounds Maintenance Worker	$13.19	$3.16
Mechanical Grounds Maintenance Worker	$14.65	$3.16
Truck Driver	$14.85	$3.16

Foremen: *Are to receive an additional $2.00 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

4.4 PRICE ESCALATION

4.4.1 PRICE INCREASE

Contractor shall provide Landscape Planting and Maintenance Services at the prices set forth in Section 5 for the first contract period; 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 the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers- Philadelphia, as published by the US. Department of Labor, Bureau of Labor Statistics. The CPI shall be based upon December of the current year from December of the preceding year.

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

Failure to notify the City within the time frame specified in 4.4.1 will result in a commensurate delay in implementing the price change.

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

SECTION 5: PRICING

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

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.

Quantity	Unit of Measure	Unit Price	Total Amount

5.1 **#25050-010-010**
Landscape Maintenance Service (6 site visits per year)–
Unit Price per Each Visit
Queen Lane Water Treatment Plant
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds
– **Fox St. and Abbottsford location**

6	EA	$_____	$_____

5.2 **#25050-010-011**
Landscape Maintenance Service (6 site visits per year)–
Unit Price per Each Visit
Queen Lane Water Treatment Plant
To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds
– **Henry Ave. and Queen Lane location**

6	EA	$_____	$_____

	Quantity	Unit of Measure	Unit Price	Total Amount
5.3 **#25050-010-012** Landscape Maintenance Service (6 site visits per year)– Unit Price per Each Visit Belmont Water Treatment Plant To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds – **Belmont Ave. and City Ave. location**	6	EA	$_____	$_____
5.4 **#25050-010-013** Landscape Maintenance Service (6 site visits per year)– Unit Price per Each Visit Belmont Water Treatment Plant To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds – **Belmont Ave. and Ford Rd. location**	6	EA	$_____	$_____
5.5 **#25050-010-014** Landscape Maintenance Service (6 site visits per year)– Unit Price per Each Visit Belmont Water Treatment Plant To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds – **Stout Rd. and City Ave. location**	6	EA	$_____	$_____

	Quantity	Unit of Measure	Unit Price	Total Amount
5.6 **#25050-010-015** Landscape Maintenance Service (6 site visits per year)– Unit Price per Each Visit 29th St. Building Complex – in front of main building To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds - **29th and Cambria location**	6	EA	$_____	$_____
5.7 **#25050-010-016** Landscape Maintenance Service (6 site visits per year)– Unit Price per Each Visit Northeast Water Pollution Control Plant – Inside / Outside Perimeter (Via Delaware Ave. / Lewis Street / Castor Ave.) To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds – **3895 Richmond Street location**	6	EA	$_____	$_____
5.8 **#25050-010-017** Landscape Maintenance Service (6 site visits per year)– Unit Price per Each Visit 24th / 25th Police District Building – perimeter main building To include Trees / Shrubs / Groundcover / Herbaceous Plants / Bulbs And Planting Beds – **3901 Whitaker Avenue location**	6	EA	$_____	$_____

5.9 **#25050-010**

Annual Lot Price for Removal of Dead Plants and Installation of New Plants at all Philadelphia Water Department landscape gardens. Actual price based upon request for work by PWD, submitted price for work by contractor, and written approval by PWD. Invoice shall include all involved locations and the plants installed at those locations.

Estimated Expenditures: $10,000.00

EXTENDED TOTAL BID AMOUNT (UNIT PRICE X QUANTITY FOR ALL ITEMS BID PLUS ESTIMATED EXPENDITURES) **$_____**

SITE VISIT

CERTIFICATION SHEETS

Bid Number:_____

Opening Date:_____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on Friday, April 4, 2008 at the listed times specified below:

Fox Street and Abbottsford Location Queen Lane Water Treatment Plant	**9:30 AM**	Signature:_____ John Muldowney
Henry Ave. and Queen Lane Location Queen Lane Water Treatment Plant	**10:00 AM**	Signature:_____ John Muldowney
Belmont Ave. and City Line Ave. location Belmont Water Treatment Plant	**11:00 AM**	Signature:_____ John Muldowney
Belmont Ave. and Ford Road Location Belmont Water treatment Plant	**11:30 AM**	Signature:_____ John Muldowney
Stout Road and City Line Ave. Location Belmont Water treatment Plant	**12:00 PM**	Signature:_____ John Muldowney
29th and Cambria Streets Location Building Maintenance Unit	**2:00 PM**	Signature:_____ John Muldowney

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name:_____

Address:_____

City/State/Zip Code:_____

Telephone Number: (_____) _____Fax Number (_____) _____

E-Mail Address:_____

Bid Number:_____

Opening Date:_____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department location on Thursday, April 3, 2008 at the listed time specified below:

Northeast Water Pollution Control Plant **11:00 AM**
Signature:_____
3895 Richmond Street Michael Hubbard

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name:_____

Address:_____

City/State/Zip Code:_____

Telephone Number: (_____) _____Fax Number (_____) _____

E-Mail Address:_____

Bid Number:_____

Opening Date:_____

SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)

This is a Mandatory Site Inspection and Vendor is required to visit the following Department of Public Property location on Thursday, April 3, 2008 at the listed time specified below:

24th / 25th Police District Building **2:00 PM** Signature:_____
3901 Whitaker Avenue Deborah McKee

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name:_____

Address:_____

City/State/Zip Code:_____

Telephone Number: (_____) _____Fax Number (_____) _____

E-Mail Address:_____

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.

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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

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

Pease 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

Revised 03/07

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

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids
Period of Coverage: July 1, 2007 – 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, 2007 to June 30, 2008**, complete the enclosed application and return it with a check for **$120.00.** 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**" **2007 – 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 $120.00 for 7/1/07 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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

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

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.
All bids must be written in ink **or** typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, , all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

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

AMOUNT OF BID OR ESTIMATED. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 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 all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

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

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

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

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE
In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

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

EVALUATION AND AWARD

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

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

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

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

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

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

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

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

CONTRACT EXECUTION AND CONFORMANCE

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 payment bond or other payment security , if and as required by the Invitation and Bid, within the time specified in the written notice of award;

c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than $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.

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; $500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

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

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

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

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

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

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitlted to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

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

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

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

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

23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

a. Business 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.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and autorizations required by any

applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment. promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

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

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

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

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

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

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

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

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

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

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

This _____day of_____20

(Signature of Owner, Partner)	**(Type or Print Name and Title)**
(Business Name of Bidder)	
(Address, including Zip Code)	**(Telephone Number, including Area Code)**

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

This_____day of_____20

CORPORATE SEAL

	(Corporate or Business Name of Bidder)
(Address, including Zip Code)	**(Telephone Number, including Area Code)**
(Signature of President or Vice President)	**(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**
(Type or Print Name and Title)	**(Type or Print Name and Title)**

APPROVED AS TO FORM	**CONTRACT EXECUTION**
(Assistant City Solicitor)	**(Procurement Commissioner)**

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

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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