



**CITY OF PHILADELPHIA  
OFFICE OF ECONOMIC OPPORTUNITY  
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED  
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS<sup>1</sup>  
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT  
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Invitation and Bid.

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

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

<sup>1</sup> These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Office of Economic Opportunity on an interim basis.

## **ANTI-DISCRIMINATION POLICY**

### **A. PARTICIPATION RANGE**

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

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

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Invitation and Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be certified by the OEO prior to bid opening;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

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

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

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7. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

### **B. RESPONSIVENESS**

1. Any bid that the OEO determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the OEO that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of OEO Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the OEO will result in rejection of the bid as nonresponsive.

2. Bidders must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Invitation and Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted there from) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes. The bidder's listing of a commitment with a M/W/DSBE constitutes a representation that the bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the OEO, for the City's review and approval of the joint venture arrangement.

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3. If Bidder does not fully meet each of the range(s) for participation established for this Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.
- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the OEO that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

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

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.

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- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

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

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

### **C. RESPONSIBILITY**

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 2-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the OEO may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

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### **D. ACCESS TO INFORMATION**

1. The OEO shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.
2. Failure to cooperate with the OEO in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

### **E. RECORDS AND REPORTS**

1. The successful bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

### **F. REMEDIES**

1. The successful bidder's compliance with the requirements of Executive Order 2-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

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

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

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**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: Turf Management – Water Department**

1.2 **SCHEDULE NO: 801-02**

1.3 **CONTRACT TERM:** 04/01/2009 to 03/31/2010 (“Initial Term”), with an option to renew for up to two (2 ) additional one (1 ) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

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

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#### 1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

#### 1.6 **STATEMENT OF DIRECTION:**

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

#### 1.7 **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 \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for

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July 1, 2008 to June 30, 2010 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").

**The Master Bid 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.

1.7.2 **Bids Opening July 1, 2008 through June 30, 2010**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2008 – June 30, 2010** by submitting a check in the amount of **\$175.00** 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 for the Master Bid Security Program 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.

1.7.3 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.

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**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, 1<sup>st</sup> 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 \$30,000 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 “Commerce Department Office of Economic Opportunity (OEO)”, 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.

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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 the 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](http://www.phila.gov/bids). Please provide sufficient time prior to bidding for processing of the LBE application.**

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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.

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1.9.10 **CONTACT PERSON(S):**

**PRE-AWARD:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

**State Company Web Site Address:** \_\_\_\_\_

**POST-AWARD:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

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**1.10 BIDDER QUALIFICATION:**

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

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

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**SECTION 1:**

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

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

**SECTION 2:**

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

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

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

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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:

**Equipment**

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

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

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

**Leasing Equipment:**

If a vendor intends to lease the equipment listed above, to be used during the initial contract period and any renewal periods thereafter, they shall submit with their bid submission a letter from the Leasing Company (on Company letterhead) with whom they intend to lease the referenced equipment from, guaranteeing that if the said vendor (List Vendor Name) who is submitting this Invitation and Bid (**S9-Z5539-0**) 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.

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**CREW**

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

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

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

1.11.2 **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.

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

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

<b><u>SECTION (S)</u></b>	<b><u>CONTACT</u></b>	<b><u>TELEPHONE NO.</u></b>
2.2.1 through 2.2.15	Joseph Schultz	685-2170
2.2.16 through 2.2.17	Anthony Falcone	685-8046
2.2.18	Michael Hengstler	685-2567
2.2.19	Mark Carneglia	685-8089
2.2.20	Joseph Wawrzyniak	685-9610
2.2.21	Denise Clayton	685-4004
2.2.2.2	Juanita Jones	685-1403
2.2.2.3	Michael Hubbard	685-1335

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

1.13.1 A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Monday, March 9, 2009** at 12:00 P.M. in Room 170A, Bid Room, Municipal Services Building, 1401 J.F.K. Boulevard, Philadelphia, PA. 19102

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

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

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

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

## SECTION 2: SPECIFICATIONS:

### 2.1 TURF MANAGEMENT TASK DESCRIPTIONS

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

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

- 2.1.2 The landscape and hard surfaces, including walkways, will be kept litter and trash free at all times. Trash around wastebaskets and on the turf areas will be removed by the vendor prior to mowing. At no time, will City staff accept the mowing of litter. All debris (organic and inorganic) will be removed as needed and disposed of in a proper manner by the contractor. Trash and debris shall not be deposited in City wastebaskets. City staff will be responsible for removal and emptying of wastebaskets. The intention is to maintain the entire landscape in a neat and tidy manner. Proper disposal of debris is the responsibility of the contractor.
- 2.1.3 Contractor shall supply all equipment and materials necessary to complete assigned work.
- 2.1.4 All work will be performed with consideration of safety to City personnel and the general public. All precautions necessary to insure public safety will be the responsibility of the contractor.
- 2.1.5 Commercial trucks and vehicles operating on Water Department property within Fairmount Park, and without required permits risk police intervention. Contractor will be responsible for application and obtaining all permits necessary as required by law. These permits can be acquired at Fairmount Park's Memorial Hall at no additional cost. All commercial trucks and vehicles must have a permit.

2.2 **WATER DEPARTMENT LOCATIONS:**

The maps for Items 2.2.1 through 2.2.23 in this Invitation and Bid are for reference only. A hard copy of maps for Items 2.2.1 through 2.2.23 are available by calling the Public Information Center of the Procurement Department at (215) 686-4755.

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2.2.1

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

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 9:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of Work to be performed:**

- A. Defined as the grass strip outside the fence line to the edge of the curb. The area starts at Cathedral Road and Belfry Drive where the guardrail meets the facility fence line and runs eastward approximately 750' passing Steeple Drive and Cathedral Circle, and ending where the perimeter fencing turns at a right angle towards the south. The total approximate area to be mowed/cut is 7,500 square feet.
- B. In order to keep the vegetation off the fence line until such a time that the fence is scheduled for clearing, the vendor may apply a selective herbicide (Round Up is preferred) during the mowing(s) or as directed by the Contract Administrator.
- C. Grass clippings must not be left in the street. The vendor shall be responsible for sweeping or blowing the clippings into a pile for removal or onto the grass strip to decompose.
- D. Cut approximately (8) times between April through November, or as directed by the Contract Administrator.

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2.2.2

**UPPER ROXBOROUGH HARNER STREET GRASS STRIP OUTSIDE OF FENCE LINE**

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 9:45 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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2.2.3

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

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 10:00 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

2.2.4

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

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 10:15 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 10:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

2.2.6 **GRASS STRIP AROUND THE UPPER ROXBOROUGH RESERVOIR (PORT ROYAL, LARE, SUMMIT, EVA)**

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 10:45 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

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**General Description of work to be performed:**

- A. Defined as the quadrangle formed by Port Royal to Summit along Eva Street, from the asphalt roadway back to the tree line, and the area from Eva Street to Lare along Summit, and the area from Summit to Port Royal along Lare, and the area from Lare to Eva along Port Royal. The majority of the cutting is along Summit and along Eva Streets. This is an “L” shaped area (approximately 7 acres).

This area should be cut eight (8) times between April and November or as directed by the Contract Administrator. The areas along Eva Street and Port Royal Avenue are to be cut back, including trees, for space of twenty feet (20') from the asphalt roadway. The areas along Lare Street and along Port Royal Avenue are to be cut back from the asphalt roadway to the base of the stone wall. Trees growing in the area from the stone wall to the asphalt should be cut away by the vendor, and branches overhanging the stone wall should be pruned back.

- B. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped on the site discovered during the clearing; tires, bottles, cans or any other undesirable materials of whatever nature.

2.2.7

**UPPER ROXBOROUGH FENCE LINES - ITEMS 2.2.1 THROUGH 2.2.6:**

**General Description of work to be performed:**

For Items 2.2.1 through 2.2.6 (with exception of the Clear Well - see attached Maps) the fence lines can be sprayed with Round Up or Round Up Pro for a space of one (1) foot on either side of the fence to keep the fence clear of vegetation. These areas should be sprayed three (3) times per year or as directed by the Contract Administrator.

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2.2.8 **LOWER ROXBOROUGH ABANDONED SAND FILTERS**

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 11:00 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

2.2.8.1 **Abandoned Sand Filter Fence Line:**

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

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2.2.9

**GRASS LOT IN FRONT OF SHAWMONT SCHOOL**

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 11:15 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

- A. Defined as the lot bounded by Eva Street, Shawmont Avenue, Bean Street and Minerva Street (approximately 1 acre). This area should be cut (8) eight times between April and November, or as directed by the Contract Administrator.
- B. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped during the clearing; tires, bottles, cans or any other undesirable materials of whatever nature.

2.2.10

**GRASS STRIP OUTSIDE OF FENCE LINE FROM FOWLER TO EVA ALONG DEARNLEY**

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 11:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

- A. Defined as the grassy strip from the fence line to the asphalt roadway along Dearnley Street, from Fowler, up to and crossing the driveway leading back to the schoolyard, from the base of the stone reservoir wall to the asphalt roadway, until Eva Street is reached (approximately 20,000 square feet). This area should be cut eight (8) times between April and November or as directed by the Contract Administrator.
- B. Debris produced by the mowing or clearing should be removed as the job progresses, also including any debris or rubbish dumped during the clearing; tires, bottles, cans or any other undesirable materials of whatever nature.

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

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 8:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

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

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

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

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

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2.2.12 **EAST PARK RESERVOIR**

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 11:45 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

2.2.12.1 **33rd Street and Montgomery Avenue:**

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

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

- A. Approximately Ten (10) Acres total, mostly Crown Vetch, weed whacking only. This area will be cut up to eight (8) times between April and November or as directed by the Contract Administrator.
- B. **If in the event the City should discontinue the requirement of weed whacking the East Park Reservoir Slopes (NE Basin) during the life of the contract and authorizes the vendor to use slope mower equipment on the East Park Reservoir Slopes (NE Basin), the vendor shall also submit a Unit price per each cutting in Section 5, "Pricing".**

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

- A. Upper and lower fence lines along 33rd Street and the south side of Diamond Street: to be cleared of vegetation once during the cutting season for a space at least three feet (3') wide on both sides of the fence.

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B. Any preexisting damage to the fence line, either in the uprights, cross members, gates, bracing or fabric found by the contractor must be reported immediately to the contract administrator.

C. Damage caused to the fence line by the contractor should be immediately reported to the contract administrator. The contractor should take steps to temporarily barricade the affected area to prevent unauthorized entry, and have the damaged area repaired within twenty-four (24) hours. The damaged area must be repaired to the contract administrator's satisfaction.

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

D. Volunteer growth entwined in fence fabric to be cut away completely and disposed of by contractor. Stumps and/or branches growing through the fence must be cut from both sides of the fence as close as possible without causing damage to the fence.

E. Approximate length of fencing on Diamond Street and 33rd Street is 2,640 feet, for the upper fence line and 3,168 feet, for the lower fence line. It will be the contractor's responsibility to verify the linear footage prior to commencing any work.

F. Should the contractor, in the course of his/her work, find any discrepancies between the drawings and the physical conditions of the locality, or any omissions or errors in the drawings, or in the layout as furnished by the City, it will be his/ her duty to immediately inform the contract administrator in writing for clarification. Any work done after such discovery, unless authorized by the administrator in writing shall be done at the contractor's risk.

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- G. The contractor for this work, by careful examination, shall inform himself/herself as to the nature and location of the work, the conformation of the ground, the nature of the subsurface conditions, the character of the equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, climate, and all other matters, which can in any way affect the work.

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

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

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

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- I. The contractor for this work, by careful examination, shall inform himself/herself as to the nature and location of the work, the conformation of the ground, the nature of the subsurface conditions, the character of the equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, climate, and all other matters, which can in any way affect the work.

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

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

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

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

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2.2.13

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

**A Mandatory Site Inspection will be held on Wednesday, March 4, 2009 at 10:00 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

Approximately Five (5) Acres total

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

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

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

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

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2.2.14 **BELMONT WATER TREATMENT PLANT**

**A Mandatory Site Inspection will be held on Tuesday, March 3, 2009 at 12:30 P.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**A Mandatory Site Inspection will be held on Wednesday, March 4, 2009 at 8:30 A.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

2.2.15.2 **Baxter Residuals Lagoon Meadow Cut**

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

2.2.15.3 **Baxter Filtered Water Basin (FWB) Meadow Cut**

Approximately 10.53 Acres total. This area will be cut using the PWD Meadow Schedule. One cut in May, followed by a cut in June. Not to exceed (3) per year or as directed by the Contractor Administrator.

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

Definition of the work to be performed.

Complete weed whacking of the sloped portions of all basins. One cutting per month for July, August, September and October or as directed by the Contract Administrator. The total number of cuttings per year shall not exceed four per year. The perimeter slopes vary from basin to basin with the average slope length being approximately 12' from the concrete courtyard to the top of the slope. This work also includes trimming of the bunker style basin entrances. The approximate surface area is 1.4 acres on the larger sets of back to back basins. Refer to the Maps. The measurements are approximate and it will be the vendor's responsibility to verify field conditions before the start of the work.

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

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

Definition of the work to be performed.

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

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2.2.16 **MOWING OF WATER TANK AREAS**

**A Mandatory Site Inspection will be held on Thursday, March 5, 2009. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

2.2.16.1 **Somerton Tanks**  
**Tomlinson Road and Greiner Road**

Site Inspection Date - **03/05/09 @ 10:00 A.M.**  
Approximately 500' x 1000', including fenced-in area in front of, behind and beside fence line and grass patch at curb...approximately 500' x 30'.

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

Site Inspection Date - **03/05/09 @ 10:45 A.M.**  
Approximately 175' x 200', including small area on both sides of entrance gate.

2.2.17 **DELAWARE PUMPING STATION FACILITIES**

**A Mandatory Site Inspection will be held on Thursday, March 5, 2009. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

Site Inspection Date - **03/05/09 @ 8:00 A.M.**

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

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

Site Inspection Date - **03/05/09 @ 8:30 A.M.**

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

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

Site Inspection Date - **03/05/09 @ 9:15 A.M.**

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

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

Site Inspection Date - **03/05/09 @ 11:15 A.M.**

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

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

Site Inspection Date - **03/05/09 @ 12:00 P.M.**

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

2.2.17.6 **Fairhill Pumping Station**

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**Somerset Street to Lehigh Avenue, 7th Street.**

Site Inspection Date - **03/05/09 @ 1:00 P.M.**

2.2.17.6.1 **Reservoir**

The entire length and width surrounding the reservoir shall be flush cut one (1) time to include both sides of fencing. After completion of flush cutting this area will be sprayed with Round Up three (3) times per year or as directed by the Contract Administrator.

2.2.17.6.2 **Pumping Station**

Mowing in shaded areas on drawing and both sides of fencing of pumping station

Weed control required between the bottom of the reservoir wall and the sidewalk. Also, at curb and all sidewalk areas; around the reservoir, pumping station and fencing.

2.2.18 **SCHUYKILL PUMPING STATION FACILITIES**

**A Mandatory Site Inspection will be held on Wednesday, March 4, 2009. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

Site Inspection Date - **03/04/09 @ 12:00 P.M.**

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

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

Site Inspection Date - **03/04/09 @ 12:45 P.M.**

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

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

Site Inspection Date - **03/04/09 @ 1:30 P.M.**

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

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

Site Inspection Date - **03/04/09 @ 2:15 P.M.**

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

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

Site Inspection Date - **03/04/09 @ 3:00 P.M.**

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

2.2.19 **FLOW CONTROL WASTE WATER PUMPING STATIONS**

**A Mandatory Site Inspection will be held on Friday, March 6, 2009. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

Site Inspection Date - **03/06/09 @ 8:00 A.M.**

Mowing of entire area as indicated.

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

Site Inspection Date - **03/06/09 @ 8:30 A.M.**

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

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

Site Inspection Date - **03/06/09 @ 9:15 A.M.**

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

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

Site Inspection Date - **03/06/09 @ 10:00 A.M.**

Cut as indicated in shaded areas on drawing.

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

Inspection Date - **03/06/09 @ 11:15 A.M.**

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

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

Inspection Date - **03/06/09 @ 12:00 P.M.**

2.2.19.6.1 Cut shaded areas as indicated on drawing.  
Two times per month for a total of sixteen (16) cuts between April and November or as directed by the Contract Administrator.

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

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

**A Mandatory Site Inspection will be held on Friday, March 6, 2009 at 1:30 P.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

- 2.2.20.1 Cahill field shall be cut two times per month, sixteen (16) cuts between April and November or as directed by the Contract Administrator.
- 2.2.20.2 The following areas are to be cut four times per month, thirty-two (32) cuts between April and November or as directed by the Contract Administrator.  
  
Employee lot inside and outside -Chalmers islands and walkways  
- The front, side and rear of 29th Street Complex including street side of Cahill field and rear of field on Clearfield St.
- 2.2.20.3 Edging and weeding of all grass areas and planting beds shall be performed once a month for a total of eight (8) times between April and November or as directed by the Contract Administrator.
- 2.2.20.4 The lower pipe yard (240 Sq. Ft. x 130 Sq. Ft.) adjacent to 29<sup>th</sup> Street shall weed whacked once a month for a total of eight (8) times between April and November or as directed by the Contract Administrator.

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

**A Mandatory Site Inspection will be held on Friday, March 6, 2009 at 2:30 P.M. The attached Certification of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

The following areas shall be cut for a total of four (4) cuts between April through November or as directed by the Contract Administrator.

Main Road

Cut all vegetation down on both sides of Penrose Ferry Road from corner off of ramp to rail road tracks.

Dock Area

Cut all vegetation down from Philadelphia Water Department gates to river and from impound lot to river.

Slopes

Cut all vegetation on the incline area that separates upper site from lower site inside plant.

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

**A Mandatory Site Inspection will be held on Monday, March 2, 2009 at 11:00 A.M. The attached Certificate of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

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**General Description of work to be performed:**

2.2.22.1 Grass Cutting – The following areas shall be cut two times per month for a total of sixteen (16) cuts between April through November or as directed by the Contract Administrator. The grass cutting is for the property that is bound on the north by Hunting Park Ave., the south by Lycoming St., east by "O" St. and west by Castor Ave. This includes the Air Management Laboratory property at the southwest corner of Castor Ave. and Lycoming St. The total area is approximately 103,845 Sq. Ft. This area includes:

Central Lab 76,849 Sq. Ft.

Air Management Lab Area 10,025 Sq. Ft.

Area Outside from Fence 16,971 Sq. Ft.

2.2.22.2 Edging of outside pavements and inside walkways to be completed for a total of three (3) times per year or as directed by the Contract Administrator. The total edgings are approximately 4,200 linear feet.

2.2.22.3 Central Laboratory Meadow to be completed for a total of four (4) times per year or as directed by the Contract Administrator. Meadow shall be cut no less than 6" to 8" per cutting.

2.2.22.4 Central Laboratory Meadow Path to be completed for a total of four (4) times per year or as directed by the Contract Administrator. Meadow Path shall be cut no less than 6" to 8" per cutting.

Meadow and Meadow Path Area 43,750 Sq.Ft.

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

**A Mandatory Site Inspection will be held on Monday, March 2, 2009 at 1:00 P.M. The attached Certificate of Site Visit sheet must be signed by the designated City contact person and completed by vendor.**

**General Description of work to be performed:**

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

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

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

Fence Line

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

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

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

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

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

**AREA**

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

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

Weed whack / Hedge trim / or manual cutting of all vegetative species entwined in fence at locations to be named.

Work will include flush cutting of branches or limbs entwined in fence fabric from both sides of the fence as close as possible without causing damage to the fence fabric. Remove and dispose of cut vegetation from fencing and barbed wire and support brackets on a monthly or bi-monthly schedule.

Areas indicated as being specific can NOT be sprayed with Any Herbicide of any type. Holes, defects, broken barbed wire etc. to be reported to Contract Administrator immediately.

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

**AREA**

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

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

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

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• <b>Memorial Day</b></li> <li>• <b>Independence Day</b></li> <li>• <b>Christmas</b></li> <li>• <b>Martin Luther King Day</b></li> <li>• <b>Veterans Day</b></li> </ul> | <ul style="list-style-type: none"> <li>• <b>Labor Day</b></li> <li>• <b>Thanksgiving</b></li> <li>• <b>New Year's Day</b></li> <li>• <b>Presidents' Day</b></li> <li>• <b>Columbus Day</b></li> </ul> |
|--|---|

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

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

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- 2.3.3 In the event, the contractor elects to periodically apply a non-selection herbicide such as "Round-Up", prior Water Department approval is required. Application of Herbicide may only be accomplished after regular hours to be dictated by the City of Philadelphia Water Department.
- 2.3.4 After award and prior to commencement of work, the contractor will submit for approval a work schedule to the City of Philadelphia Procurement Department and the designated Water Department contact person for each section listed in paragraph 1.12. The Schedule is to include a detailed operation plan specifying the exact cycle days each location will be mowed. Also a manpower and equipment deployment plan that complements the mowing schedule for the items awarded. Failure to adhere to the approved mowing schedule risks substantial penalties. Penalties will be assessed for every day the mowing schedule is delayed.
- 2.3.5 All work is subject to inspection by the Contract Administrator prior to payment by the City of Philadelphia Water Department.
- 2.3.6 Billing form for invoicing is to be signed at the end of each inspection. Payment shall be made only on invoices accompanied by such signed forms.
- 2.3.7 Contractor must have sufficient equipment to insure that all work is done efficiently and expeditiously. The City reserves the right to inspect contractor's facilities and equipment. Contractors determine to have insufficient capacity of equipment may be ineligible for award. (Reference is made to paragraph 1.11.2).
- 2.3.8 Contractor shall complete all pertinent City forms dealing with work outputs during the contract period. Typical examples of such forms are the Pesticide Application Record and the Landscape Contractor's Daily Report.
- 2.3.9 The City reserves the right to change any cutting intervals where it is not specifically defined to read: "...or as directed by the Contract Administrator."
- 2.3.10 Where the specifications stipulate multiple items separated by commas, it is understood by the vendors that each item is a separate and individual item. For example: the removal of stumps, debris, and vines....means that three separate but equal things are to be removed by the vendor.

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- 2.3.11 Language relating to tree diameters is not be confused with language relating to tree stumps. For example, a vendor required to cut all trees up to 12” in diameter may be required to remove stumps that are of a larger diameter during the clearing of a particular area.
- 2.3.12 Any damage discovered by the vendor during the course of the contract to the fences, posts, fence fabric, gates or locks must be reported immediately to the Contract Administrator. Damage caused to the fencing, fabric, posts, barbed wire etc. during the clearing operations are the sole responsibility of the vendor and must be repaired without cost to the City. Holes or breaches in the fencing caused by clearing operations must be at least temporarily repaired before the end of the work day in which they occurred.

### **SECTION 3: EVALUATION AND AWARD**

#### **3.1 EVALUATION:**

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 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 O.E.O. 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”.

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### 3.2 **AWARD:**

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

**Award by Group:**

Total of Sections 5.1 through 5.10  
 Total of Sections 5.16 through 5.17  
 Total of Sections 5.18 through 5.19  
 Total of Sections 5.24 through 5.25

**Award by Section:**

Total of Section 5.11  
 Total of Section 5.12  
 Total of Section 5.13  
 Total of Section 5.14  
 Total of Section 5.15  
 Total of Section 5.20  
 Total of Section 5.21  
 Total of Section 5.22  
 Total of Section 5.23

However, bidder shall be awarded only those Group(s)/Section(s) for which it has been determined, by the City, that the bidder is capable of providing the required services, in accordance with Paragraph 1.11.2. Bidder must bid on all items within a Group or Section, as listed above, to be eligible for award of that Group or Section.

3.2.2 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.

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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 \$30,000.00 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 \$30,000.01. All awards at the \$30,000.01 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.

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3.2.5 **INSURANCE:**

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

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

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

**SECTION 4: CONTRACT MANAGEMENT**

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY:**

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

**Order Against Contracts**

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

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

- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
- (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
- (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
- (d) The invoice must show the quantity and type of item or service and the price.
- (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

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

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

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

#### 4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only services as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only services at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver services up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 In the event that the contractor receives an order for services not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
  - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.5 Should services be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

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

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

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

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

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.

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**Penalties:**

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

A detailed explanation of each penalty follows:

1. **Turf Damage**

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

2. **Tree Damage**

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

3. **Incomplete/Improper Mowing**

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

4. **Incomplete Trimming**

Incomplete trimming is defined as any vegetation not properly trimmed around all obstructions in the location. This will include vegetation growing in the gutters along the roadways.

5. **Property Damage**

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

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6. **Shredded Litter/Debris**

Shredded Litter/Debris is defined as the failure of the vendor to properly remove litter and debris from the turf area before mowing. The shredding of litter and debris is inexcusable and will not be tolerated at any time.

7. **Missed Deadline**

Missed Deadline is defined as the vendor's failure to meet the contract requirement of completing the litter removal and mowing of all locations required within the mowing cycle by 3 o'clock PM on the 10th day of the cycle.

8. **Mowing Schedule Delay**

Mowing schedule delay is defined as the occasion when the vendor does not adhere to the agreed upon schedule of mowing Water Department locations on particular days of the cycle (week). Locations must be mowed on the exact scheduled days unless waived by the Water Department.

9. **Trash Removal Delay**

Trash removal delay is defined as the occasion when the vendor does not remove ALL gathered trash and debris from the location mowed on the same day. Trash may not be left overnight.

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

4.2.9 **Contract Bid Language Regarding Payments to “Commerce Department Office of Economic Opportunity (OEO)” Subcontractors**

The below paragraph applies to all Invitation and Bids (I&B) containing Office of Economic Opportunity (OEO) Participation Requirements:

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

The successful bidder is required to submit with each invoice the completed “Prime Contractor’s Payment to “Commerce Department Office of Economic Opportunity (OEO) Subcontractors' Form” indicating what percentage and

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dollar amount of the invoice that will be paid to its Office of Economic Opportunity (OEO) certified subcontractor(s).

Failure to submit the attached “Prime Contractor’s Payment to “Commerce Department Office of Economic Opportunity (OEO) Subcontractors' Form” with each invoice may result in rejection of the invoice.

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 there under.

- 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.

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- 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.

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- 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**

**Turf Management**

**A. Job Classification & Wage Rates**

	<b><u>Basic Hourly Rate</u></b>	<b><u>Fringe Benefits</u></b>
<b><i>Grounds Maintenance Worker</i></b>	<b>\$13.19</b>	<b>\$3.24</b>
<b><i>Mechanical Grounds Maintenance Worker</i></b>	<b>\$13.19</b>	<b>\$3.24</b>
<b><i>Truck Driver</i></b>	<b>\$13.19</b>	<b>\$3.24</b>

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

**Notes of Interest:**

- (1) **Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.**

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

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#### 4.4 **PRICE ESCALATION**

##### 4.4.1 **PRICE INCREASE**

Contractor shall provide Turf Management Services at the prices set forth in Section 5 for a period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to two (2) additional one (1) year period(s) plus one nine month renewal period. Contractor may increase prices for future renewal periods provided that:

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

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

or

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

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.

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

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**SECTION 5: PRICING:  
(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)**

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

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUTAMOUNT</u>	<u>EXTENDED</u>
<b>25050 006 061</b>				
5.1 Upper Roxborough Cathedral Road grass strip outside of fence line (REF: Section 2.2.1)	EA	8	\$_____	\$_____
<b>25050 006 903</b>				
5.2 Upper Roxborough Harner St.. Grass Strip outside of fence line (REF: Section 2.2.2)	EA	8	\$_____	\$_____
<b>25050 006 062</b>				
5.3 Upper Roxborough Hagy's Mill Road Outside of Fence Line (REF: Section 2.2.3)	EA	8	\$_____	\$_____
<b>25050 006 063</b>				
5.4 Upper Roxborough Hagy's Mill Road/Inside of Fence Line (REF: 2.2.4)	EA	8	\$_____	\$_____
<b>25050 006 064</b>				
5.5 Upper Roxborough Harner Street Inside of Fence Line (REF: Section 2.2.5)	EA	8	\$_____	\$_____
<b>25050 006 065</b>				
5.6 Grass Strip Around the Upper Roxborough Reservoir (REF: Section 2.2.6)	EA	8	\$_____	\$_____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>60 73</b>
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
<b>25050 006 150</b>				
5.7 Upper Roxborough Fence Lines (Spraying) (REF: Section 2.2.7)	EA	3	\$_____	\$_____
<b>25050 006 067</b>				
5.8 Lower Roxborough Abandoned Sand Filters (REF: Section 2.2.8)	EA	4	\$_____	\$_____
<b>25050 006 125</b>				
5.8.1 Abandoned Sand Filter Fence Line (Spraying) (REF: Section 2.2.8.1)	EA	3	\$_____	\$_____
<b>25050 006 068</b>				
5.9 Grass Lot in Front of Shawmont School (REF: Section 2.2.9)	EA	8	\$_____	\$_____
<b>25050 006 069</b>				
5.10 Grass Strip Outside of Fence line from Fowler to Eva Along Dearnley (REF: Section 2.2.10)	EA	8	\$_____	\$_____
<b>TOTAL OF ITEMS (5.1 THROUGH 5.10)</b>				<b>\$_____</b>

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>61 73</b>
		FIRM NAME (Must be filled in)	

**UNIT OF MEASURE    EST. QTY    UNIT PRICE/ EACH CUT    EXTENDED AMOUNT**

5.11 **Queen Lane Water Treatment Plant**

5.11.1    **25050 006 070**  
Queen Lane Water  
Treatment Plant –  
Expressway Slope  
(REF: Section 2.2.11.1)    EA    16    \$\_\_\_\_\_    \$\_\_\_\_\_

5.11.2    **25050 006 962**  
Queen Lane Water  
Treatment Plant –  
Henry Avenue Slope  
(REF: Section 2.2.11.2)    EA    10    \$\_\_\_\_\_    \$\_\_\_\_\_

5.11.3    **25050 006 963**  
Queen Lane Water  
Treatment Plant –  
Fox Street Slope  
(REF: Section 2.2.11.3)    EA    10    \$\_\_\_\_\_    \$\_\_\_\_\_)

**TOTAL OF ITEMS (5.11.1 THROUGH 5.11.3)    \$\_\_\_\_\_**

5.12 **East Park Reservoir**

5.12.1    **25050 006 071**  
33rd & Montgomery  
Avenue (REF: Section  
2.2.12.1)    EA    16    \$\_\_\_\_\_    \$\_\_\_\_\_

5.12.2    **25050 006 072**  
East Park Reservoir  
Slopes, Weed Whacking  
Only (REF: Section  
2.2.12.2.A)    EA    8    \$\_\_\_\_\_    \$\_\_\_\_\_



<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>63 73</b>
		FIRM NAME (Must be filled in)	

	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
<b>25050 006 073</b>				
5.13 Oak Lane Reservoir (REF: Section 2.2.13)	EA	16	\$_____	\$_____
<b>5.13.1 25050 006 121</b>				
Oak Lane Reservoir Sidewalk Edging and Weeding	EA	3	\$_____	\$_____
<b>5.14 <u>Belmont Water Treatment Plant</u></b>				
<b>25050 006 074</b>				
5.14.1 Belmont Raw Water Basin East Slope (REF: Section 2.2.14.1)	EA	8	\$_____	\$_____
<b>25050 006 914</b>				
5.14.2 Belmont WTP Raw Water Basin [City Line Avenue side] (REF: 2.2.14.2)	EA	8	\$_____	\$_____
<b>25050 006 917</b>				
5.14.3 Belmont WTP Raw Water Basin [Belmont Avenue side] (REF: 2.2.14.3)	EA	8	\$_____	\$_____
<b>25050 006 924</b>				
5.14.4 Belmont WTP Ford Road & Monument Road Slopes (REF: 2.2.14.4)	EA	8	\$_____	\$_____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>64 73</b>
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
	<b>25050 006 945</b>				
5.14.5	Belmont WTP North side slop of Ford Road basin (REF: 2.2.14.5)	EA	8	\$_____	\$_____
	<b>25050 006 959</b>				
5.14.6	Belmont WTP Slope above stone retaining wall on Monument Road (REF: 2.2.14.6)	EA	8	\$_____	\$_____
	<b>TOTAL OF ITEMS (5.14.1 THROUGH 5.14.6)</b>			<b>\$_____</b>	
5.15	<b><u>Baxter Courts</u></b>				
	<b>25050 006 075</b>				
5.15.1	Baxter Courts (1 to 65) (REF: Section 2.2.15.1)	EA	3	\$_____	\$_____
	<b>25050 006 932</b>				
5.15.2	Baxter Lagoon (REF: Section 2.2.15.2)	EA	3	\$_____	\$_____
	<b>25050 006 930</b>				
5.15.3	Baxter Courts FWB (REF: 2.2.15.3)	EA	3	\$_____	\$_____
	<b>25050 006 135</b>				
5.15.4	Baxter Courts Basin Slopes (1 to 65) (REF: 2.2.15.4)	EA	4	\$_____	\$_____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>65 73</b>
		FIRM NAME (Must be filled in)	

<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
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5.15.5	<b>25050 006 964 02</b> Baxter Courts End Cap Areas (1 to 65) (REF: Section 2.2.15.5)	EA	8	\$_____	\$_____
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**TOTAL OF ITEMS (5.15.1 THROUGH 5.15.5) \$\_\_\_\_\_**

5.16 **Water Tank Areas**

5.16.1	<b>25050 006 076</b> Somerton Water Tank Area (REF: Section 2.2.16.1)	EA	16	\$_____	\$_____
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5.16.2	<b>25050 006 077</b> Fox Chase Water Tank Area (REF: Section 2.2.16.2)	EA	16	\$_____	\$_____
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5.17 **Delaware Pumping Station Facilities**

5.17.1	<b>25050 006 078</b> Torresdale Pumping Station (REF: Section 2.2.17.1)	EA	16	\$_____	\$_____
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5.17.2	<b>25050 006 079</b> Torresdale Raw Water Pumping Station (REF: Section 2.2.17.2)	EA	16	\$_____	\$_____
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<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>66 73</b>
		FIRM NAME (Must be filled in)	

		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.17.3	<b>25050 006 080</b> Lardner's Point Pumping Station (REF: Section 2.2.17.3)	EA	16	\$_____	\$_____
5.17.4	<b>25050 006 081</b> Fox Chase Pumping Station (REF: Section 2.2.17.4)	EA	16	\$_____	\$_____
5.17.5	<b>25050 006 082</b> West Oak Lane Pumping Station (REF: Section 2.2.17.5)	EA	16	\$_____	\$_____
5.17.6	<b>Fairhill Pumping</b>				
5.17.6.1	<b>25050 006 131</b> Fairhill Pumping Station Reservoir Flush Cut (REF: 2.2.17.6.1)	EA	1	\$_____	\$_____
5.17.6.2	<b>25050 006 132</b> Fairhill Pumping Station Reservoir Spraying (REF: 2.2.17.6.1)	EA	3	\$_____	\$_____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>67 73</b>
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		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.17.6.3	<b>25050 006 133</b> Fairhill Pumping Station Mowing and Weed Control (REF: 2.2.17.6.2)	EA	16	\$ _____	\$ _____

**TOTAL OF ITEMS (5.16.1 THROUGH 5.17.6) \$ \_\_\_\_\_**

**5.18 Schuylkill Pumping Station Facilities**

5.18.1	<b>25050 006 084</b> Queen Lane Raw Water Pumping (REF: Section 2.2.18.1)	EA	16	\$ _____	\$ _____
5.18.2	<b>25050 006 085</b> Roxborough High Service Pumping Station (REF: Section 2.2.18.2)	EA	16	\$ _____	\$ _____
5.18.3	<b>25050 006 086</b> Belmont High Service Pumping Station (REF: Section 2.2.18.3)	EA	16	\$ _____	\$ _____
5.18.4	<b>25050 006 087</b> Belmont Raw Water Pumping (REF: Section 2.2.18.4)	EA	16	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>68 73</b>
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		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.18.5	<b>25050 006 088</b> East Park Pumping Station (REF: Section 2.2.18.5)	EA	16	\$ _____	\$ _____

**TOTAL OF ITEMS (5.18.1 THROUGH 5.18.5) \$ \_\_\_\_\_**

5.19 **Waste Water Pumping Facilities**

5.19.1	<b>25050 006 089</b> Rennard Street Pumping Station (REF: Section 2.2.19.1)	EA	16	\$ _____	\$ _____
5.19.2	<b>25050 006 090</b> Lockhart Pumping Station (REF: Section 2.2.19.2)	EA	16	\$ _____	\$ _____
5.19.3	<b>25050 006 091</b> Mingo Creek Storm Water Pumping Station (REF: Section 2.2.19.3)	EA	16	\$ _____	\$ _____
5.19.4	<b>25050 006 092</b> Central Schuylkill Pumping Station (REF: Section 2.2.19.4)	EA	16	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>69 73</b>
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		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUT</u>	<u>EXTENDED AMOUNT</u>
5.19.5	<b>25050 006 094</b> Neill Drive Pumping Station (REF: Section 2.2.19.5)	EA	16	\$ _____	\$ _____

5.19.6 **Sewer Maintenance Headquarters**

5.19.6.1	<b>25050 006 095</b> Sewer Maintenance Headquarters (REF: Section 2.2.19.6).1	EA	16	\$ _____	\$ _____
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5.19.6.2	<b>25050 006 096</b> Sewer Maintenance Headquarters (REF: Section 2.2.19.6.2)	EA	8	\$ _____	\$ _____
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**TOTAL OF ITEMS (5.19.1 THROUGH 5.19.6.2) \$ \_\_\_\_\_**

5.20 **Building Maintenance**

5.20.1	<b>25050 006 098</b> Building Maintenance /Cahill Field (REF: Section 2.2.20.1)	EA	16	\$ _____	\$ _____
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<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>70 73</b>
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		<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH CUTAMOUNT</u>	<u>EXTENDED</u>
	<b>25050 006 099</b>				
5.20.2	Building Maintenance/ Lots, Islands, Complex Areas (REF: Section 2.2.20.2)	EA	32	\$ _____	\$ _____
	<b>25050 006 100</b>				
5.20.3	Building Maintenance/ Edging (REF: Section 2.2.20.3)	EA	8	\$ _____	\$ _____
	<b>25050 006 153</b>				
5.20.4	Building Maintenance/ Lower Pipe Yard Weed Whacking (REF: Section 2.2.20.4)	EA	8	\$ _____	\$ _____
<b>TOTAL OF ITEMS (5.20.1 THROUGH 5.20.3)</b>					<b>\$ _____</b>
	<b>25050 006 933</b>				
5.21	BioSolids Recycling Center (REF: Section 2.2.21)	EA	4	\$ _____	\$ _____
5.22	<b><u>Central Laboratory</u></b>				
	<b>25050 006 101</b>				
5.22.1	Central Laboratory Grounds (REF: Section 2.2.22.1)	EA	16	\$ _____	\$ _____
	<b>25050 006 102</b>				
5.22.2	Central Laboratory Grounds/Edging (REF: Section 2.2.22.2)	EA	3	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>71 73</b>
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**UNIT OF MEASURE      EST. QTY      UNIT PRICE/EACH      EXTENDED CUTAMOUNT**

5.22.3      **25050 006 970**  
Central Laboratory  
Meadow (Ref: Section  
2.2.22.3)      EA      4      \$\_\_\_\_\_      \$\_\_\_\_\_

5.22.4      **25050 006 971**  
Central Laboratory  
Meadow Path (Ref:  
Section 2.2.22.4)      EA      4      \$\_\_\_\_\_      \$\_\_\_\_\_

**TOTAL OF ITEMS (5.22.1 THROUGH 5.22.4) \$\_\_\_\_\_**

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5539-0</b>	PAGE OF <b>72 73</b>
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<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE/ EACH</u>	<u>EXTENDED CUTAMOUNT</u>
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5.23 **Northeast Water Pollution Control Plant**

**25050 006 936 03**

5.23.1	Northeast Water Pollution Control Plant (REF: Section 2.2.23.1)	EA	16	\$_____	\$_____
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**25050 006 102**

5.23.2	Northeast Water Pollution Control Plant Grounds/Edging (REF: Section 2.2.23.2)	EA	8	\$_____	\$_____
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**TOTAL OF ITEMS (5.23.1 THROUGH 5.23.2) \$\_\_\_\_\_**

5.24 **Fence Line Vegetation Removal  
(With Round Up)**

**25050 006 138**

5.24.1	25' of Clearing	EA	1	\$_____	\$_____
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**25050 006 139**

5.24.2	50' of Clearing	EA	1	\$_____	\$_____
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**25050 006 140**

5.24.3	100' of Clearing	EA	1	\$_____	\$_____
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**25050 006 141**

5.24.4	200' of Clearing	EA	1	\$_____	\$_____
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**Bid Number: S9Z55390**

**Opening Date: MARCH 23, 2009**

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

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Tuesday, March 3, 2009** at the listed times specified below:

Queen Lane Water Treatment Plant  
(Fox Street and Queen Lane)

8:30 AM

Signature: \_\_\_\_\_  
Rick Everett

Expressway Slope  
Henry Avenue Slope  
Fox Street Slope

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: S9Z55390**

**Opening Date: MARCH 23, 2009**

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

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Tuesday, March 3, 2009** at the listed times specified below:

East Park Reservoir 33 <sup>RD</sup> Street and Montgomery Ave. Reservoir Slope (NE Basin) NE Basin Fence Line Remaining Fence Line(s) Former Tank Pen Roadway Behind W/S Basins	11:45 AM	Signature: _____ Rick Everett
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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: S9Z55390**

**Opening Date: MARCH 23, 2009**

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

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Wednesday, March 4, 2009** at the listed times specified below:

Oak Lane Reservoir  
5<sup>TH</sup> Street and Chelten Avenue

10:00 AM

Signature: \_\_\_\_\_  
Rick Everett

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: S9Z55390**

**Opening Date: MARCH 23, 2009**

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

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Tuesday, March 3, 2009** at the listed times specified below:

Belmont Raw Water Basin (East Slope, City Line Ave, & Belmont Ave.) Ford Road and Monument Road Slope North side of Ford Road Basin Slope Above Retaining Wall on Monument Road	12:30 PM	Signature: _____ Rick Everett
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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: S9Z55390**

**Opening Date: MARCH 23, 2009**

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

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Wednesday, March 4, 2009** at the listed times specified below:

Queen Lane Raw Water Pumping 4600 Ridge Avenue	12:00 PM	Signature: _____ Michael Hengstler
Roxborough High Service Pumping Station 434 Dearnley Street	12:45 PM	Signature: _____ Michael Hengstler
Belmont High Service Pumping Station 2500 Monument Road	1:30 PM	Signature: _____ Michael Hengstler
Belmont Raw Water Pumping 1700 West River Drive	2:15 PM	Signature: _____ Michael Hengstler
East Park Pumping Station 3199 Girard Avenue	3:00 PM	Signature: _____ Michael Hengstler

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

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**Bid Number: S9Z55390**

**Opening Date: MARCH 23, 2009**

**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, March 6, 2009** at the listed times specified below:

Rennard Street Pumping Station 1064 Rennard Street	8:00 AM	Signature: _____ Mark Carneglia
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Lockhart Pumping Station 10778 Lockhart Road	8:30 AM	Signature: _____ Mark Carneglia
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Mingo Creek Storm Water Pumping Station 7000 Penrose Avenue	9:15 AM	Signature: _____ Mark Carneglia
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Central Schuylkill Pumping Station 600 University Avenue	10:00 AM	Signature: _____ Mark Carneglia
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Neill Drive Pumping Station 4000 Neill Drive	11:15 AM	Signature: _____ Mark Carneglia
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Sewer Maintenance Headquarters Fox Street and Roberts Avenue	12:00 PM	Signature: _____ Mark Carneglia
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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: S9Z55390**  
**Opening Date: MARCH 23, 2009**

**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, March 6, 2009** at the listed times specified below:

Building Maintenance  
29<sup>TH</sup> & Cambria Complex

1:30 PM

Signature: \_\_\_\_\_  
Joseph Wawrzyniak

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: S9Z55390**

**Opening Date: MARCH 23, 2009**

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

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department location on **Friday, March 6, 2009** at the listed time specified below:

BioSolids Recycling Center  
7800 Penrose Ferry Road

2:30 PM

Signature: \_\_\_\_\_  
Denise Clayton

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: S9Z55390**

**Opening Date: MARCH 23, 2009**

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

This is a Mandatory Site Inspection and Vendor is required to visit the following Water Department locations on **Monday, March 2, 2009** at the listed times specified below:

Central Laboratory Grounds  
1500 E. Hunting Park Avenue

11:00 AM

Signature: \_\_\_\_\_  
Juanita Jones

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: \_\_\_\_\_



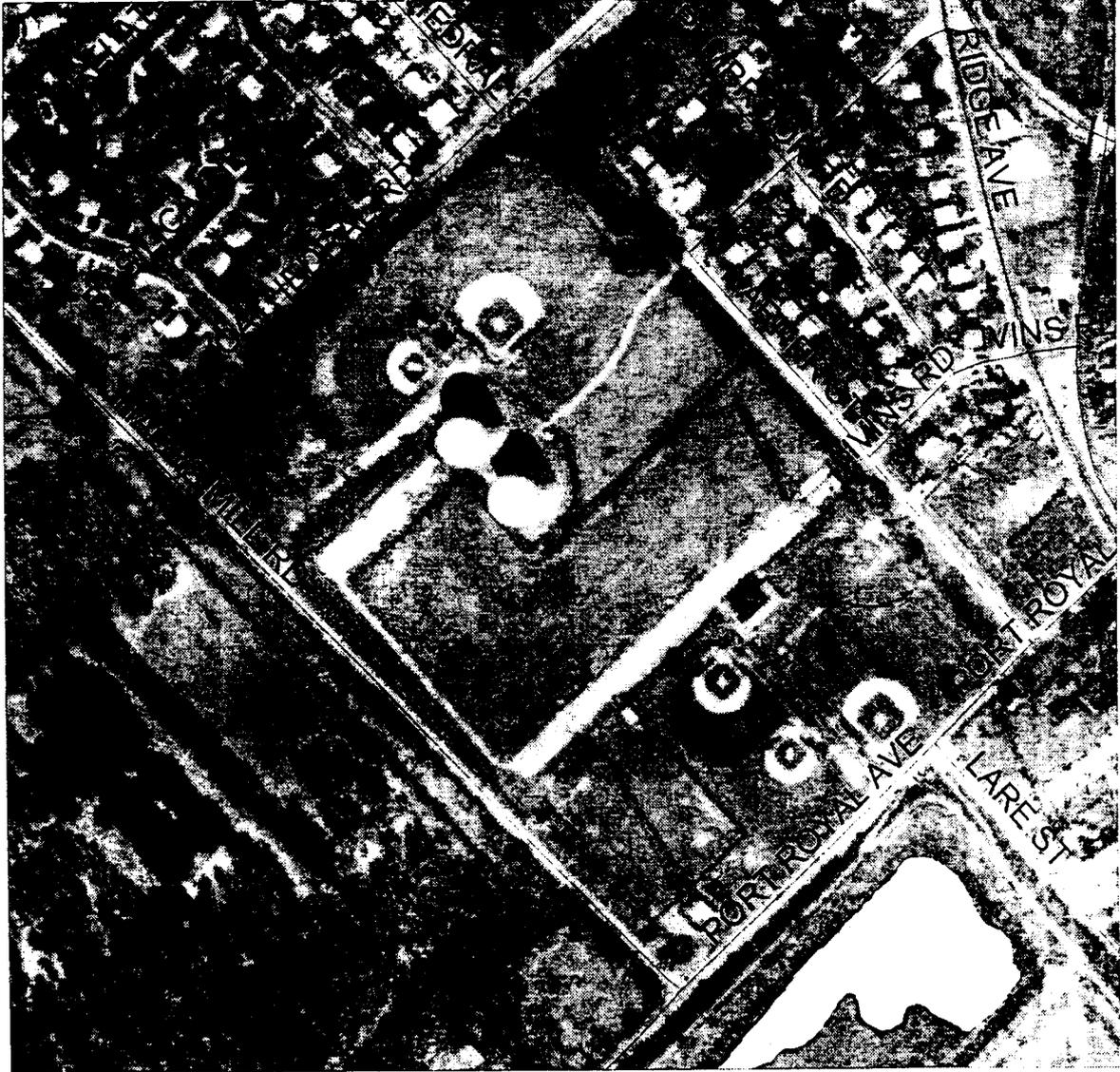
# **ATTACHMENT**

## **MAPS**

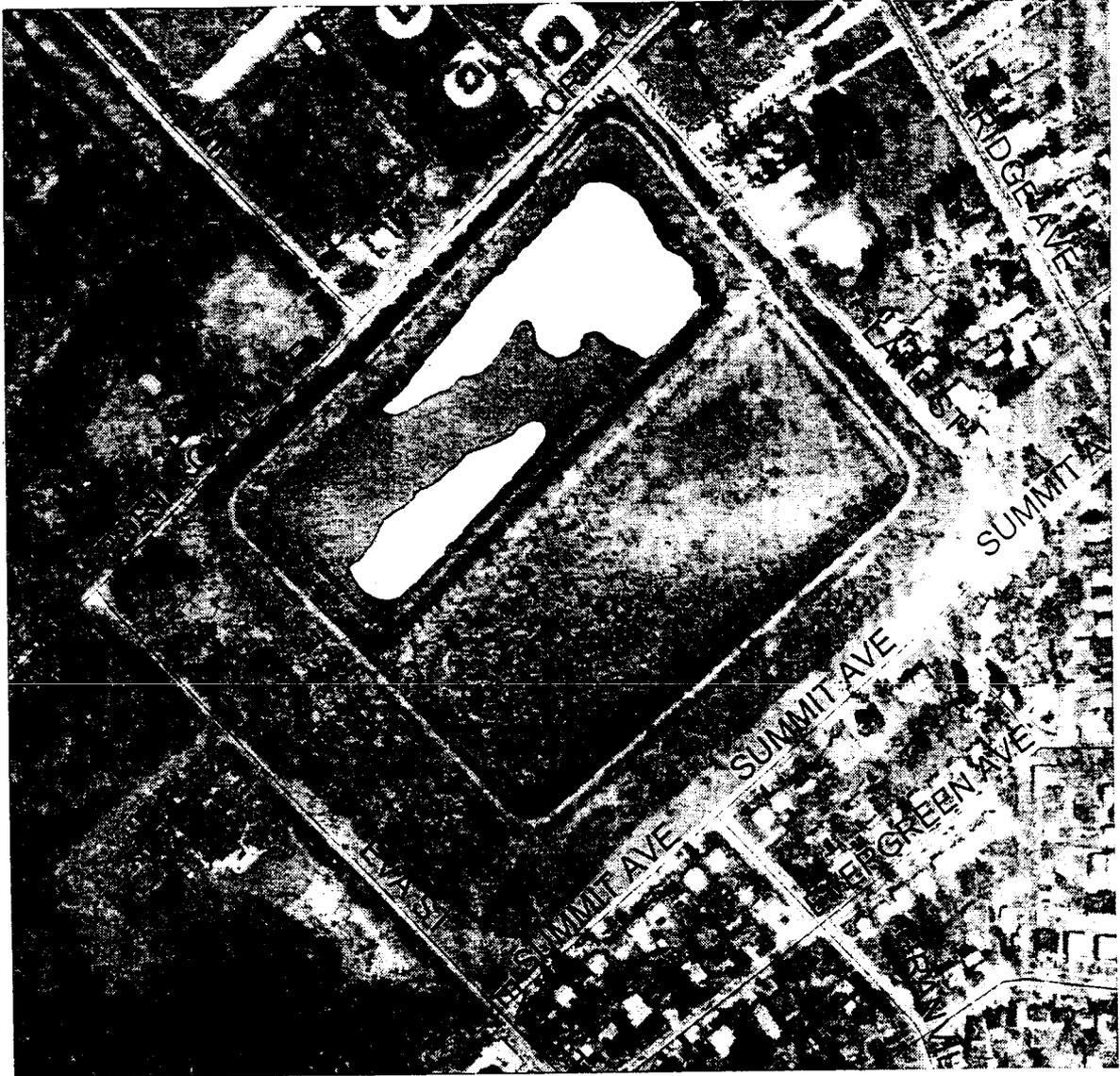
A HARD COPY OF MAPS FOR ITEMS 2.2.1 THROUGH 2.2.23 ARE AVAILABLE BY CALLING THE PUBLIC INFORMATION COUNTER OF THE PROCUREMENT DEPARTMENT AT (215) 686-4755

ITEMS

[2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.7]



**ITEM**  
**2.2.6**



ITEMS  
[2.2.8, 2.2.8.1, 2.2.10]



ITEM  
2.2.9



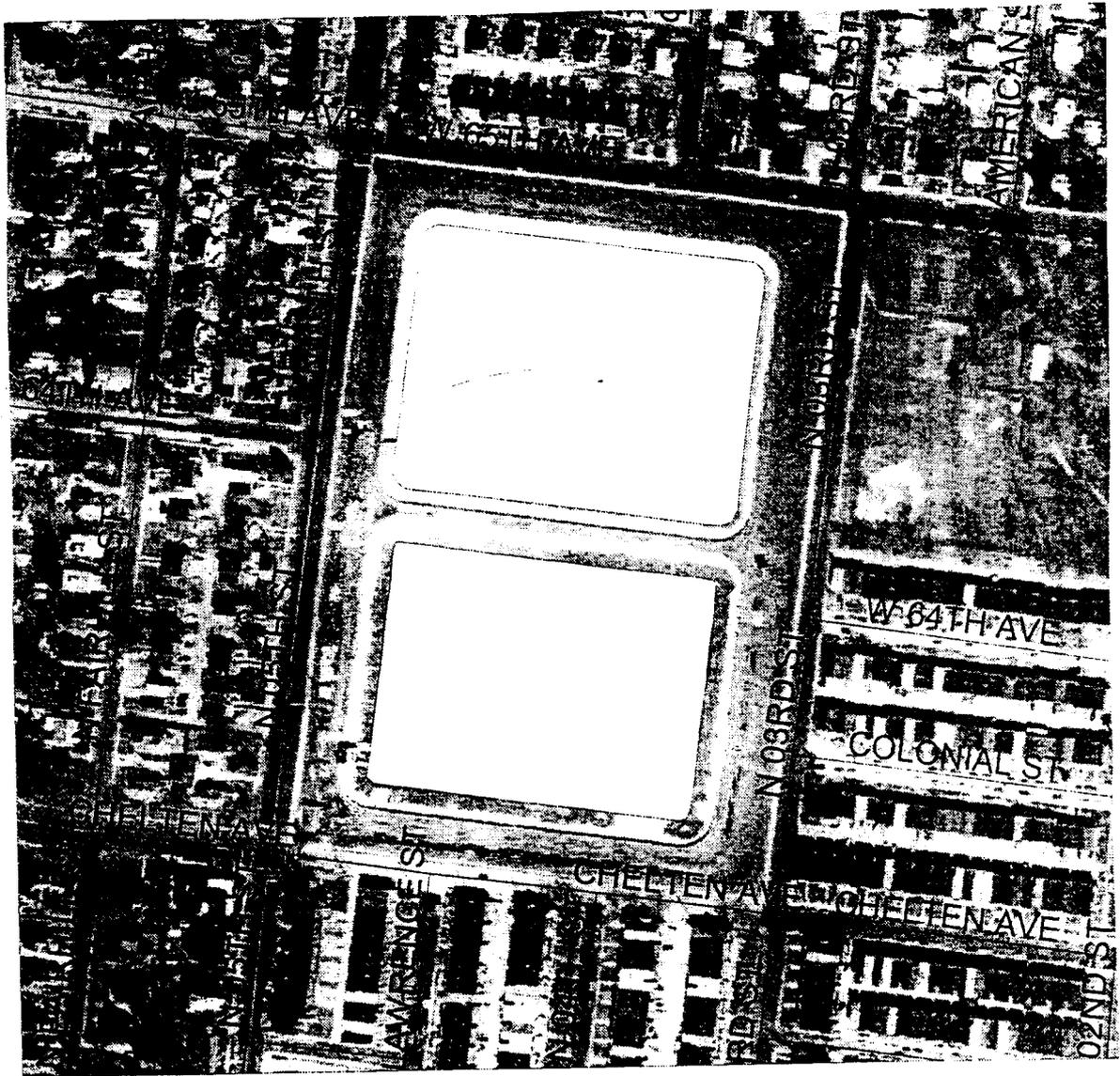


ITEMS

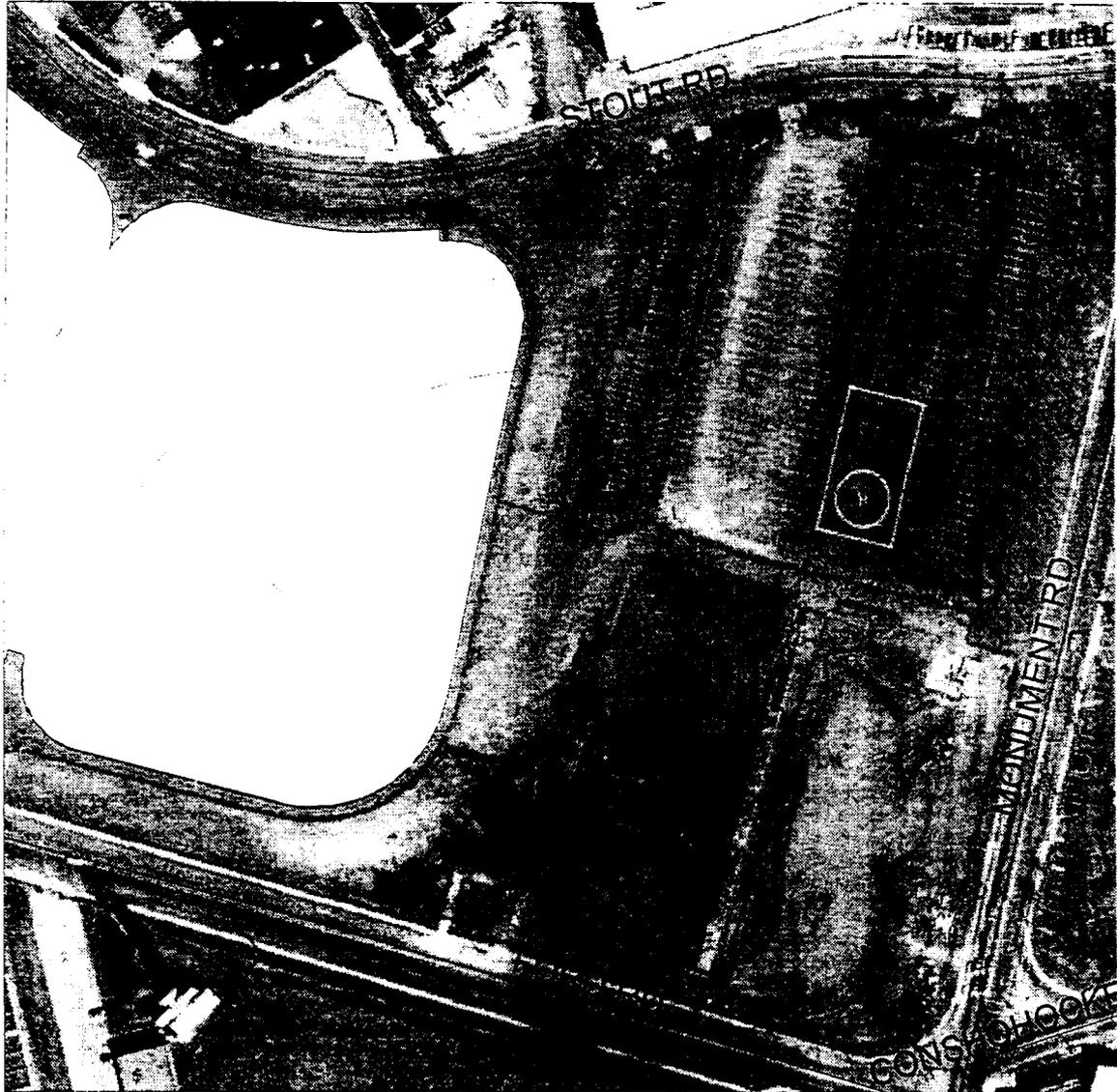
[2.2.12.1, 2.2.12.2, 2.2.12.3, 2.2.12.4, 2.2.12.5, 2.2.12.6]



ITEM  
2.2.13



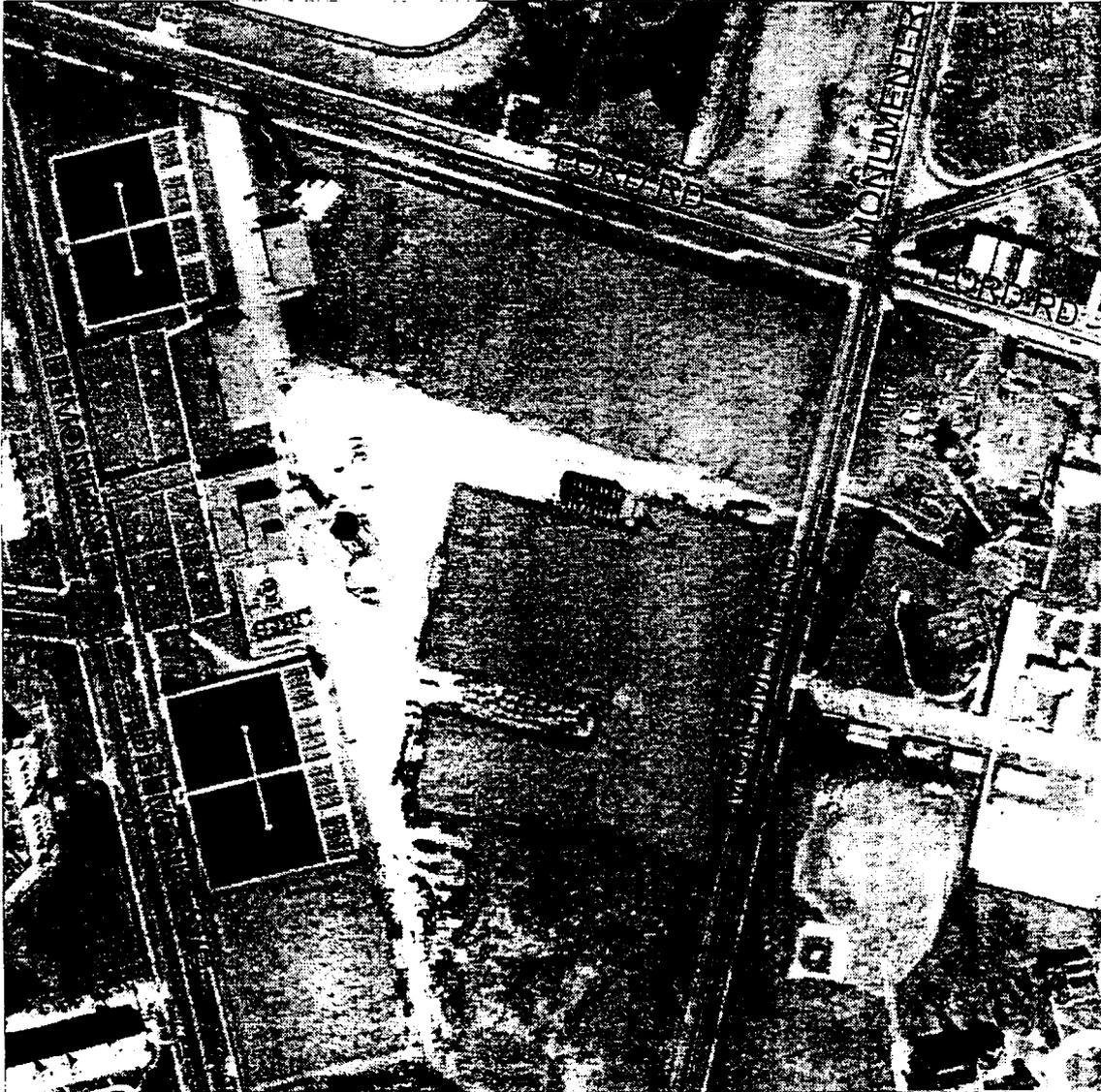
ITEM  
2.2.14.1



**ITEMS**  
**[2.2.14.2, 2.2.14.3]**



ITEMS  
[2.2.14.4, 2.2.14.5, 2.2.14.6]

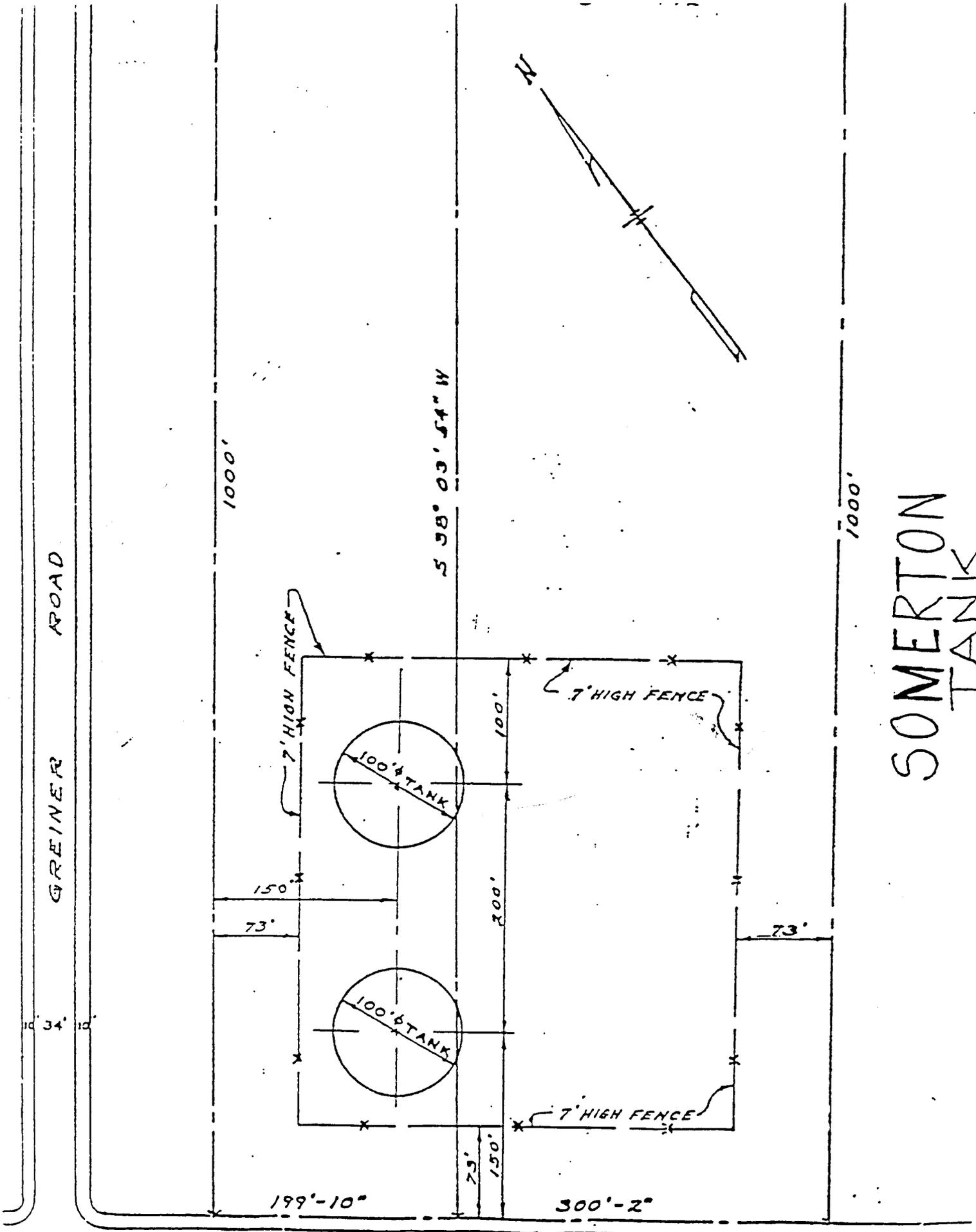


**ITEMS**  
**[2.2.15.1, 2.2.15.4]**



ITEMS  
[2.2.15.2, 2.2.15.3]





GREINER ROAD

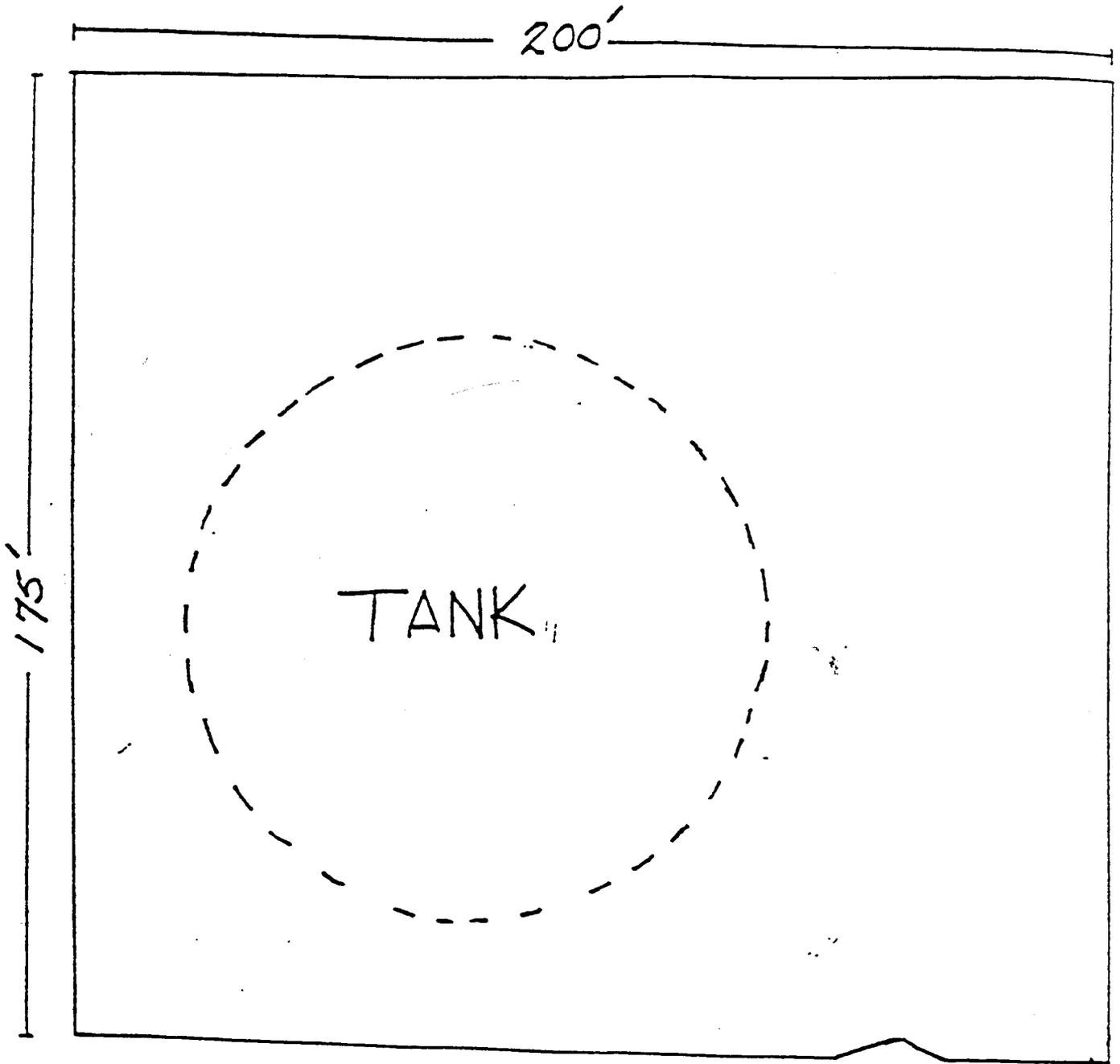
SOMERTON TANK

TOMLINSON

ROAD

ITEM  
2.2.16.1

FOX CHASE  
TANK

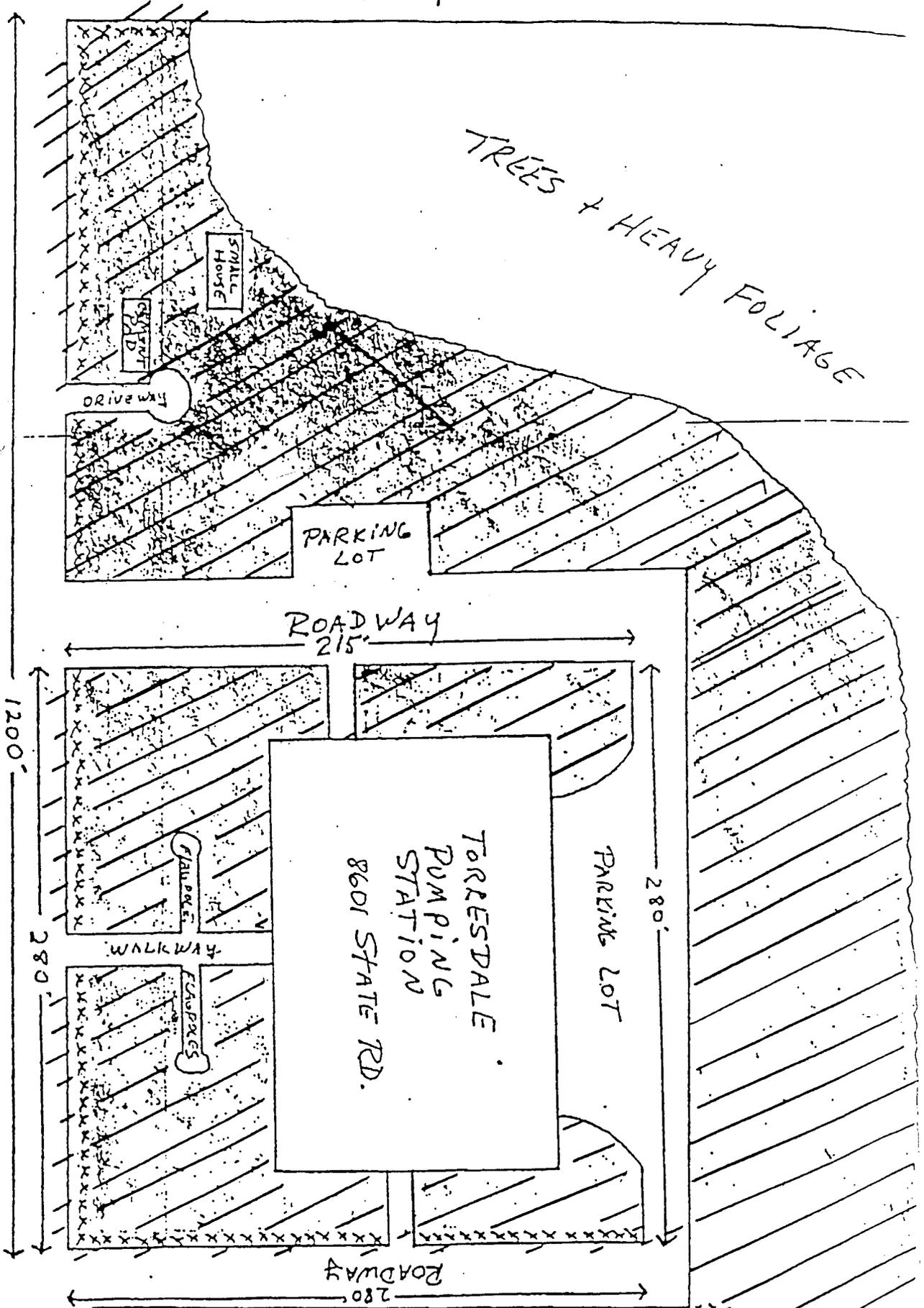


ITEM  
2.2.16.2

PENNYPACK ST.

TREES + HEAVY FOLIAGE

Turf Management is to extend to curb and include weed management at the curb. Turf at the fence is to be trimmed on both sides.



STATE ROAD

ROADWAY 215'

1200'

TORRESDALE PUMPING STATION 8601 STATE RD.

PARKING LOT

280'

280'

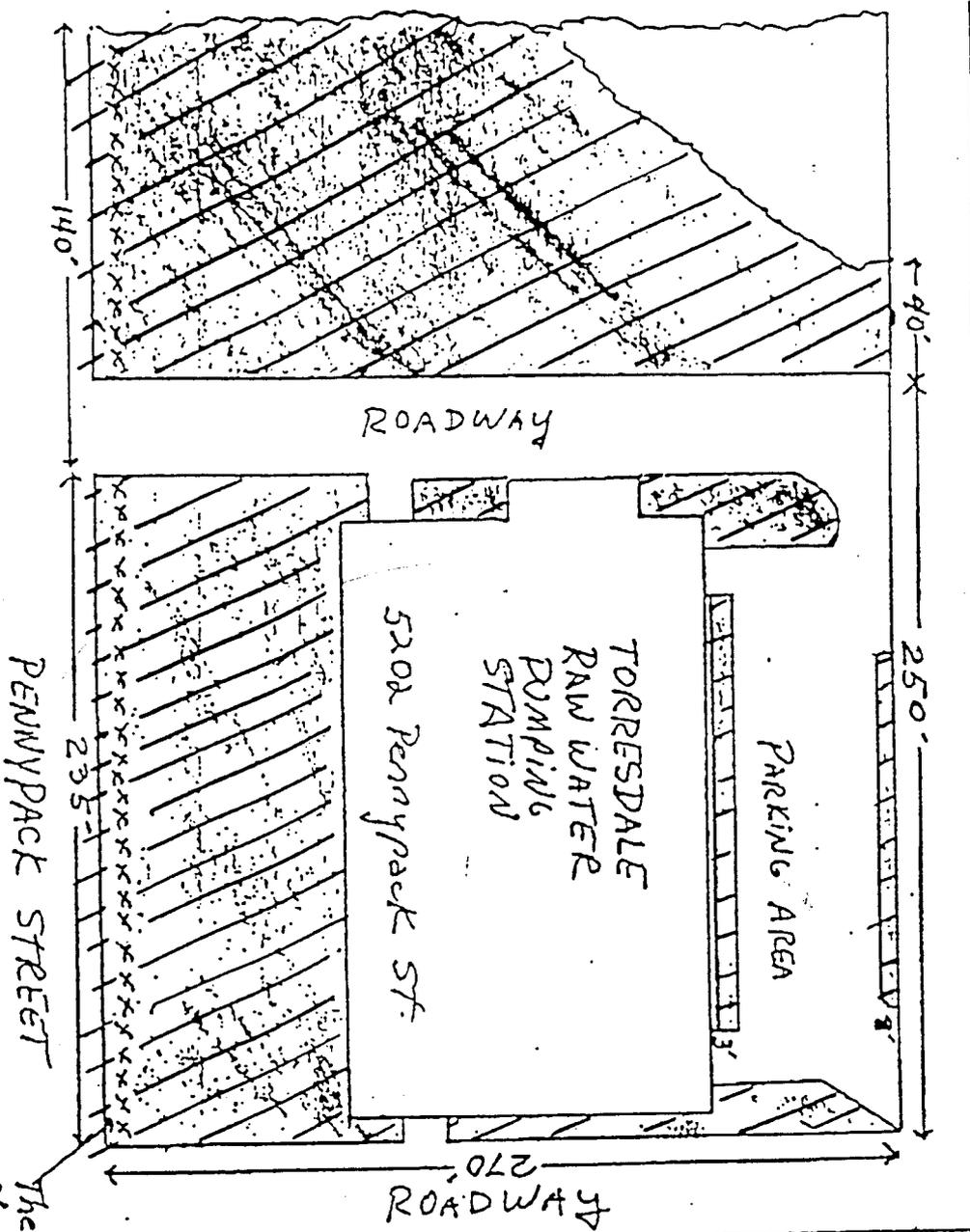
ROADWAY 280'

PHILA. POLICE ACADEMY

ITEM 2.217.1

||||| - TURF  
X - FENCINGS  
Approx Turf Area  
156,600 sq ft

TREES + HEAVY FOLIAGE



ITEM  
2.2.17.2

PENNYPACK STREET

TORRESDALE  
RAW WATER  
PUMPING  
STATION

PARKING AREA

5202 Pennypack St.

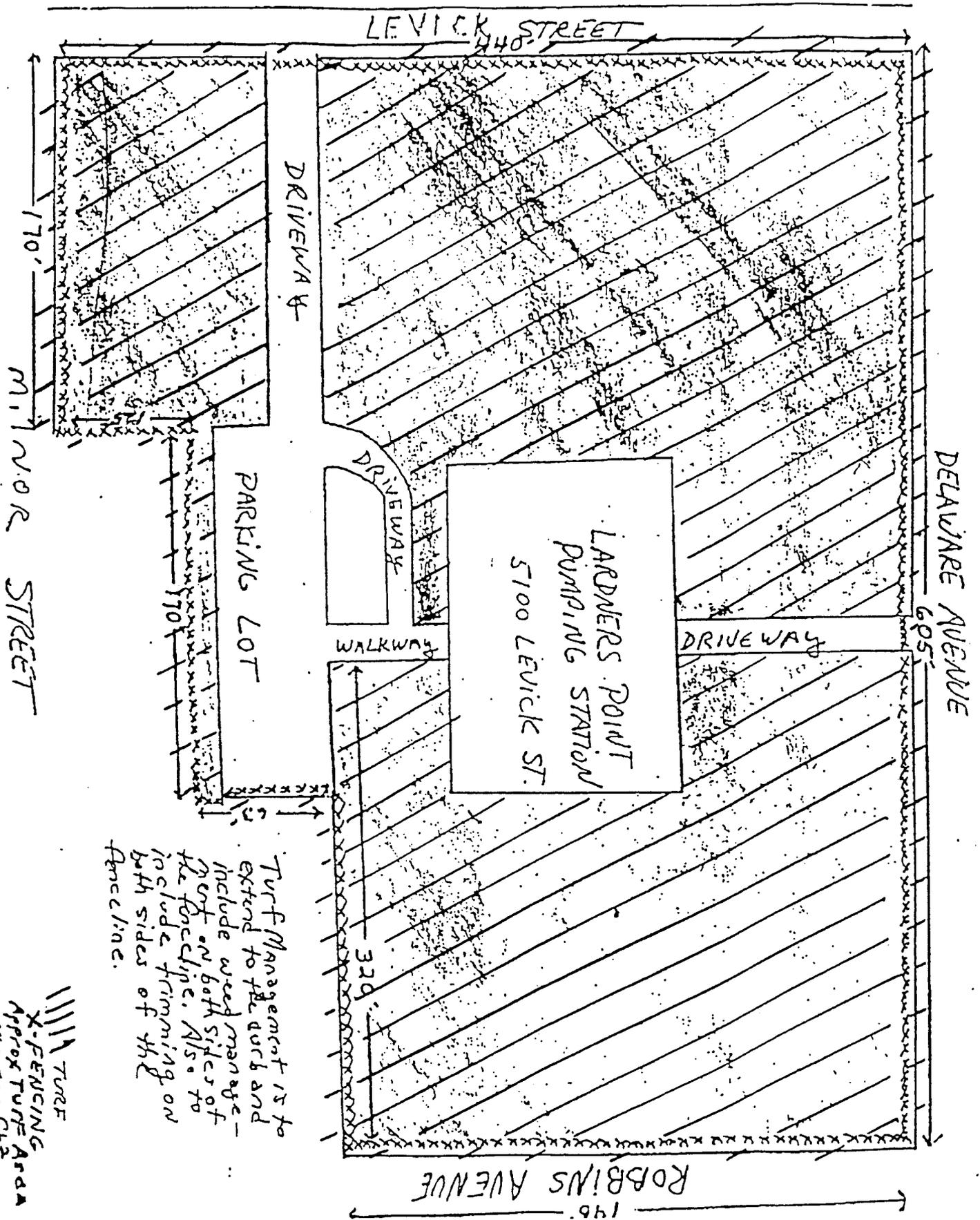
ROADWAY

PHILADELPHIA  
FIRE  
ACADEMY

There is approximately  
8' of turf on the outside  
of the perimeter fence  
that is to be maintained.  
Weed trimming at both  
sides of road. ||||| -TURF

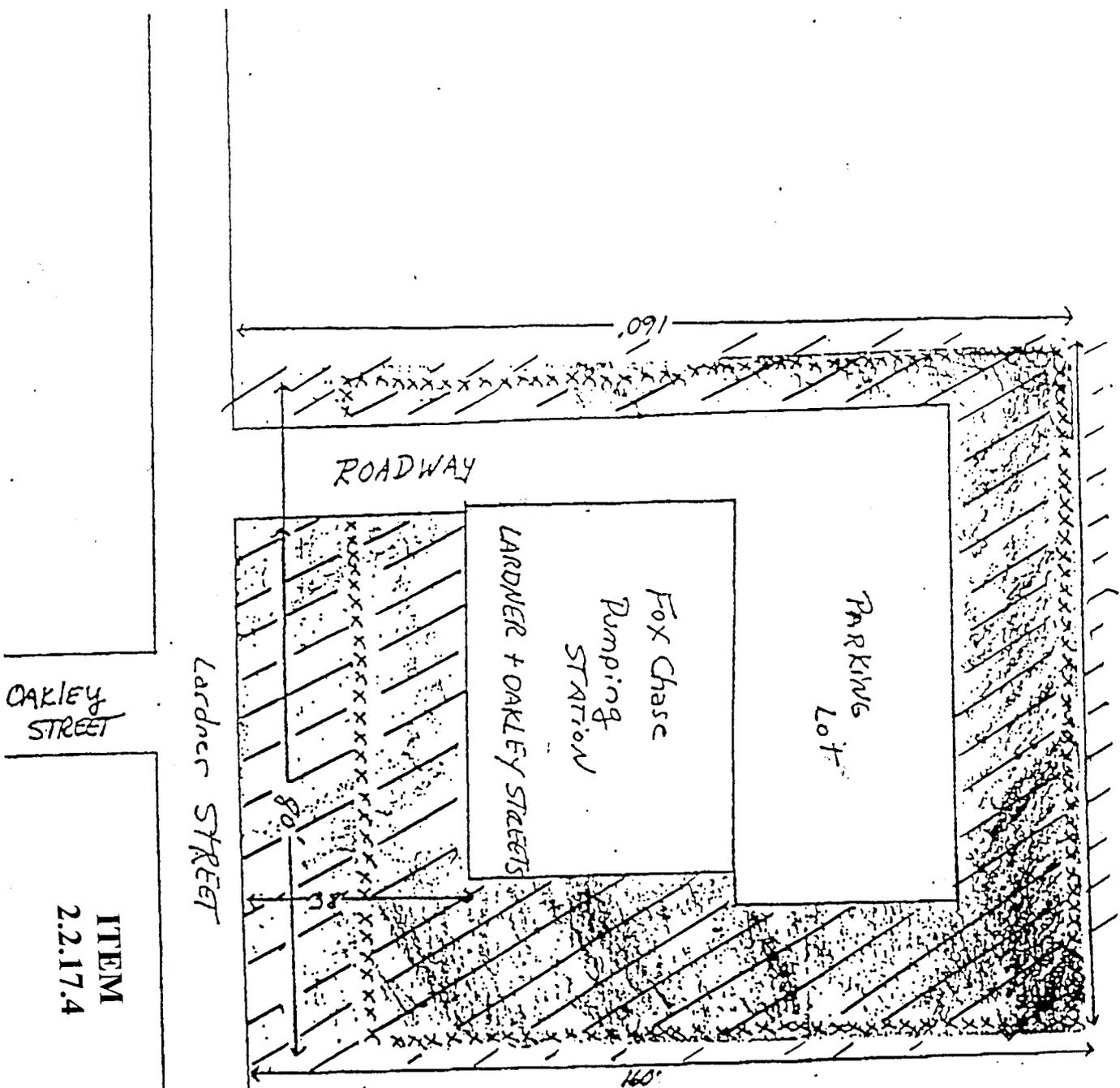
X-FENCING  
Approx Turf Area  
39,250 sq ft

ITEM  
2.2.17.3



Turf Management is to extend to the curb and include weed management on both sides of the fence line. Also to include trimming on both sides of the fence line.

||||| TURF  
X-FENCING AREA  
Approx TURF Area  
140 500 sq ft



ITEM  
2.2.17.4

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

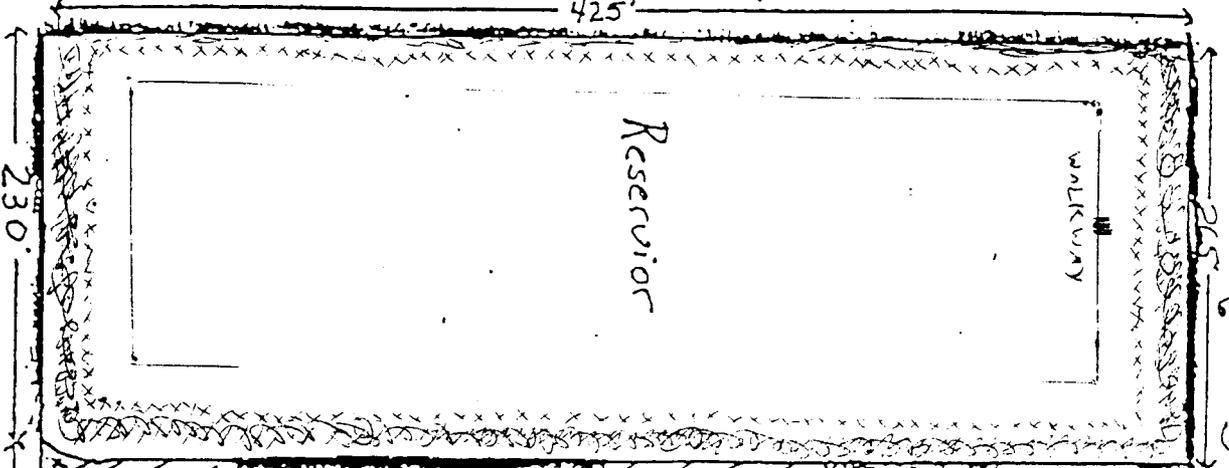
||||-TURF  
X-FENCING  
Approx Turf Area  
5.5m Pt. 2



SOMERSET ST.

425'

6th St.

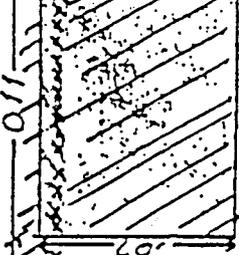


WEED CONTROL - required between  
 the bottom of the reservoir wall  
 and the side walk. Also at  
 curb and all side walk areas.  
 Around the reservoir and fencing.



DRIVEWAY

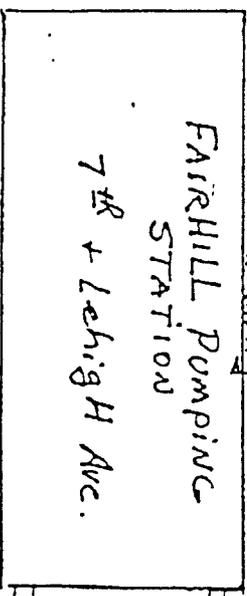
95'



30'

7th St.

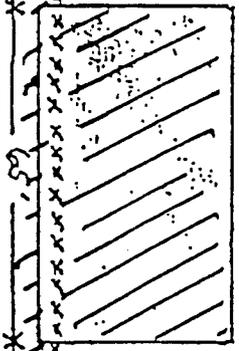
ITEM  
 2.2.17.6



DRIVEWAY

WALKWAY

130'



30'



30'

Bushes

235'

Lehigh Ave.

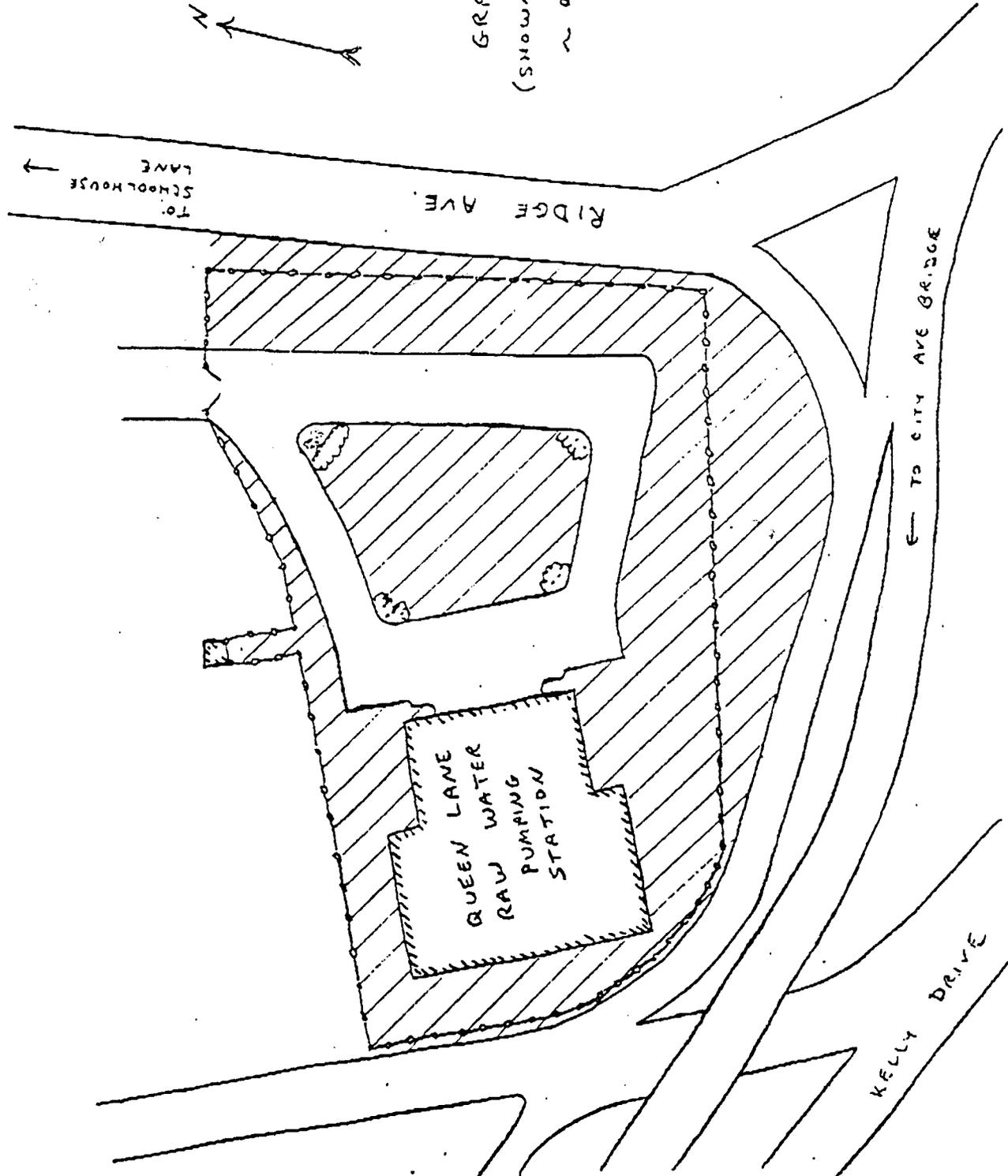
FREE LIBRARY OF PHILADELPHIA

||||| TURF

X FENCING  
 Approx Turf Area  
 23,400 sq ft

ITEM  
2.2.18.1

GRASS AREA  
(SHOWN SHADED)  
~ 95,000 F<sup>2</sup>



TO SCHOOLHOUSE LANE

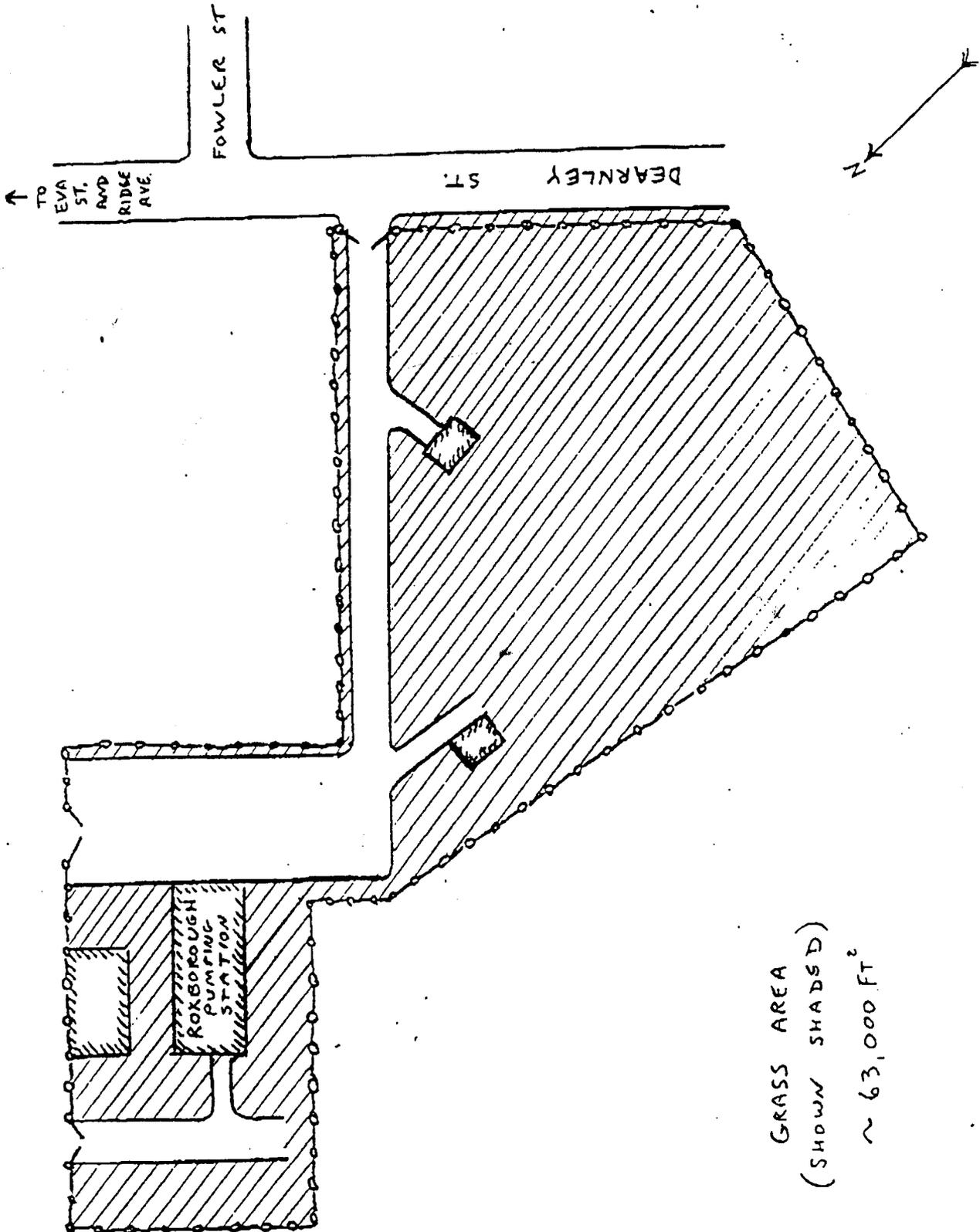
RIDGE AVE

TO CITY AVE BRIDGE

KELLY DRIVE

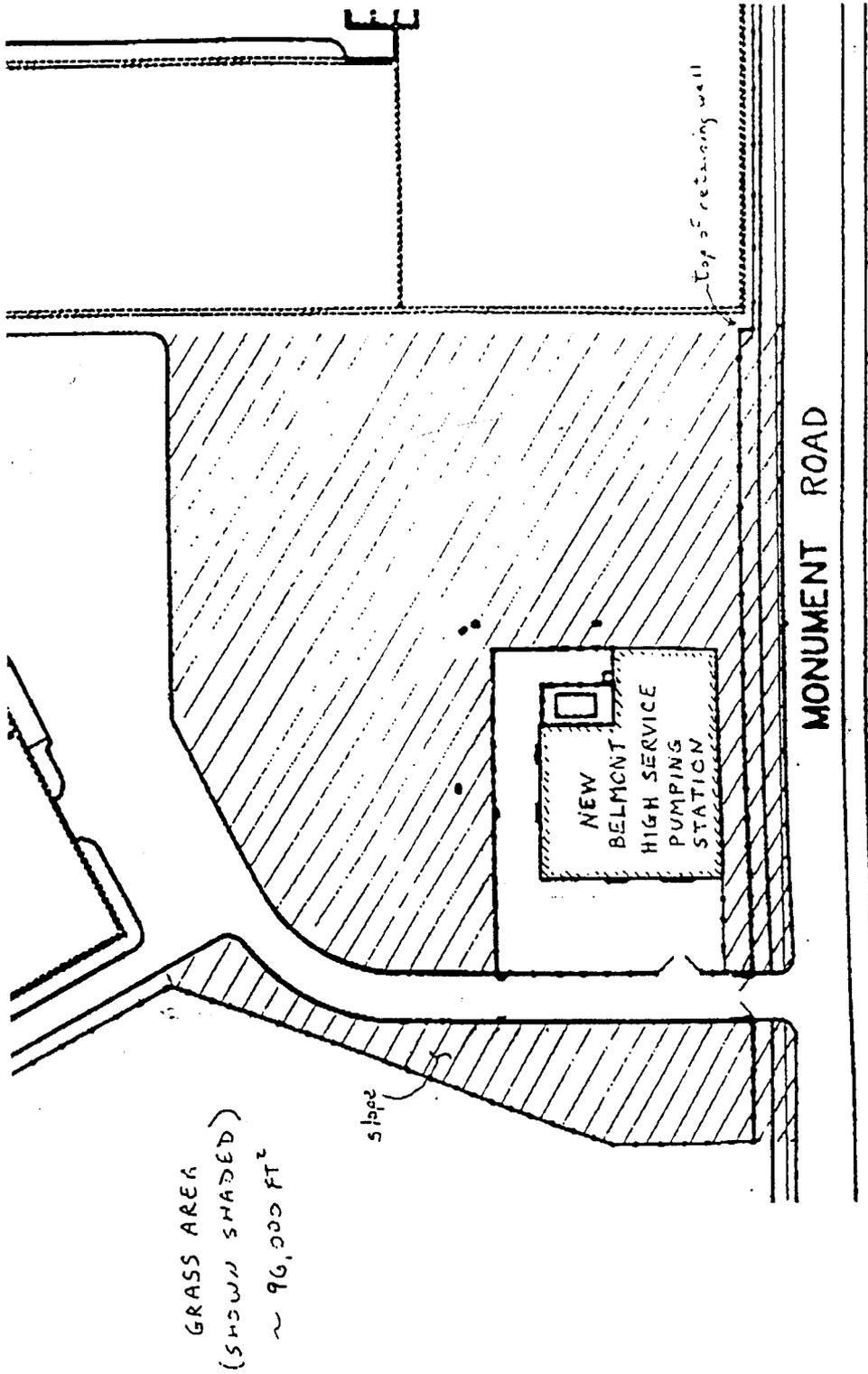
QUEEN LANE  
RAW WATER  
PUMPING  
STATION

ITEM  
2.2.18.2



GRASS AREA  
(SHOWN SHADED)  
~ 63,000 FT<sup>2</sup>

ITEM  
2.2.18.3



GRASS AREA  
(SHOWN SHADED)  
~ 96,000 FT<sup>2</sup>

slope

Top of retaining wall

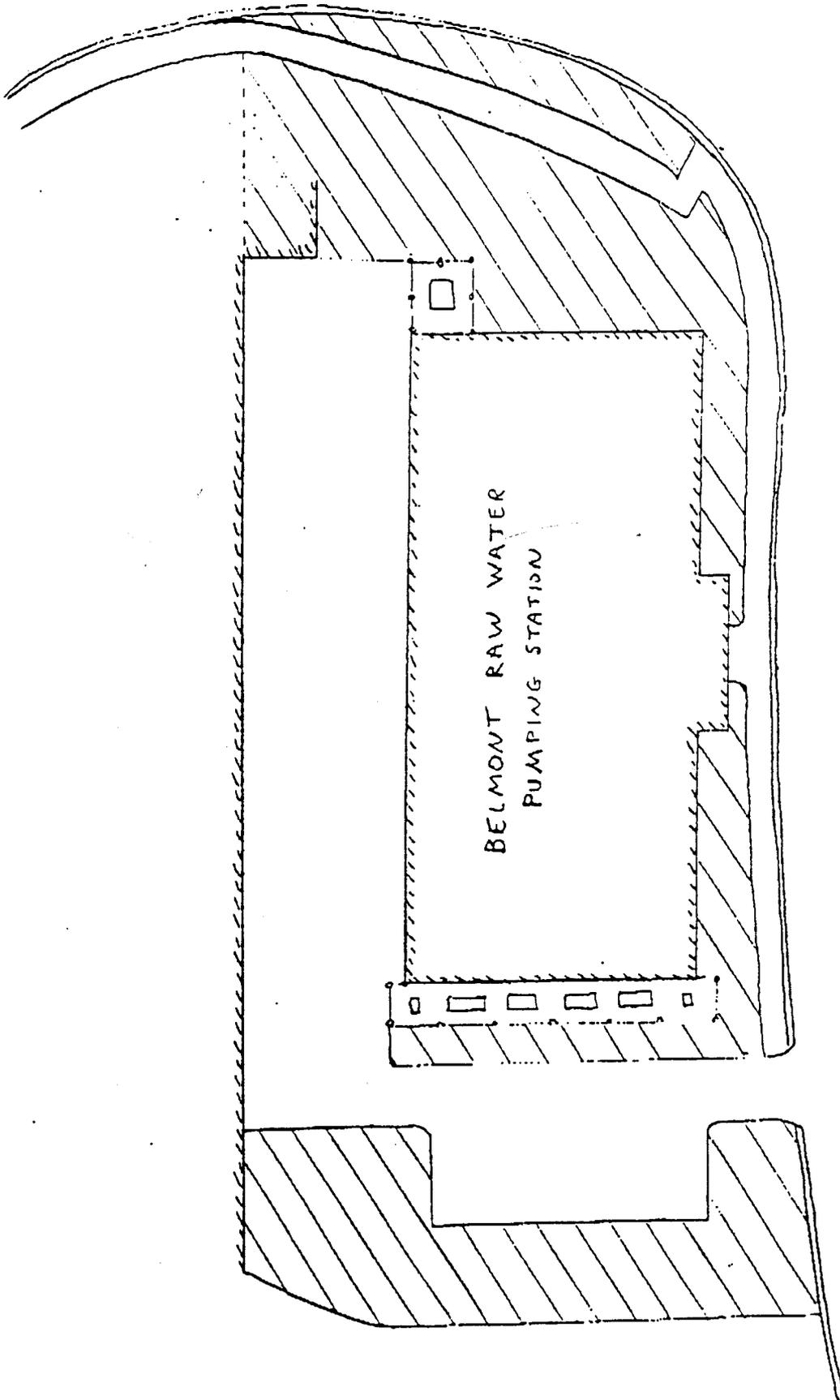
MONUMENT ROAD

→ TO FORD ROAD →

← TO BELMONT AVE.



ITEM  
2.2.18.4

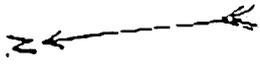


BELMONT RAW WATER  
PUMPING STATION

GRASS AREA  
(SHOWN SHADED)  
~ 15,000 FT<sup>2</sup>



ITEM  
2.2.18.5



GRASS AREA  
(SHOWN SHADED)  
~ 12,000 FT<sup>2</sup>

DRIVE-  
WAY

EAST PARK  
BOOSTER  
PUMPING  
STATION

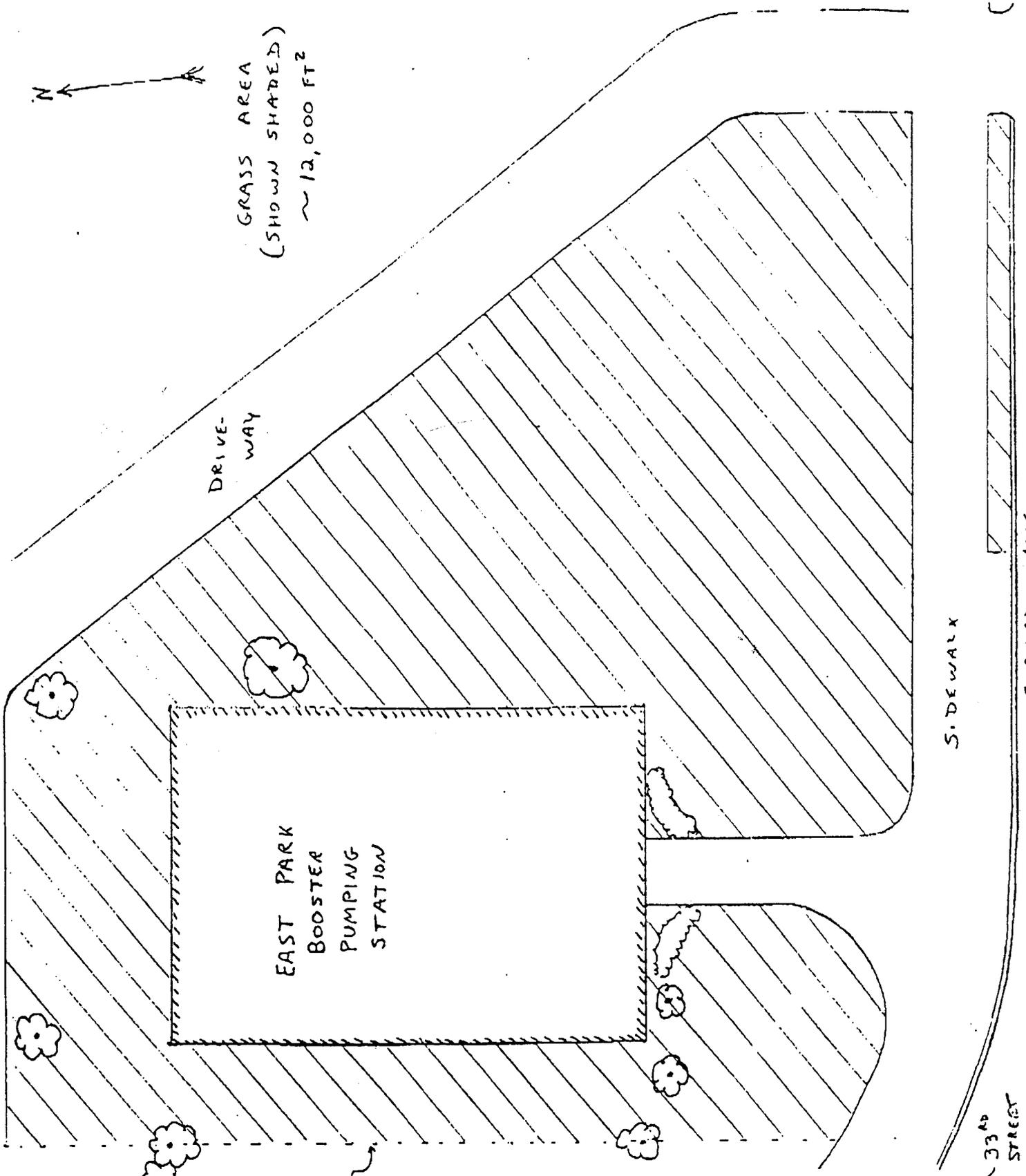
PROPERTY  
LINE  
5' WEST OF  
WEST WALK  
P. STATION

SIDEWALK

GIRARD AVE.

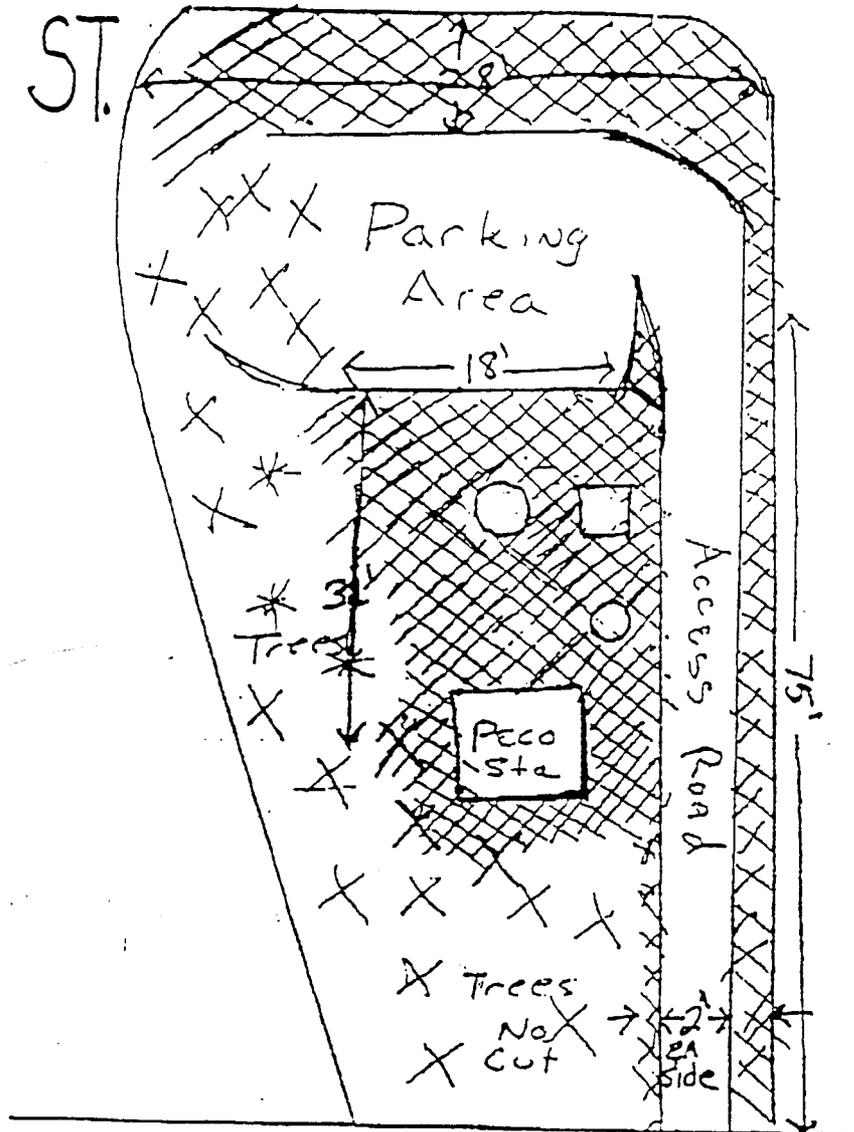
33<sup>RD</sup>  
STREET

PARKING



ITEM  
2.2.19.1

# RENNARD ST. PUMPING STATION



Cut entire crosshatch area.

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

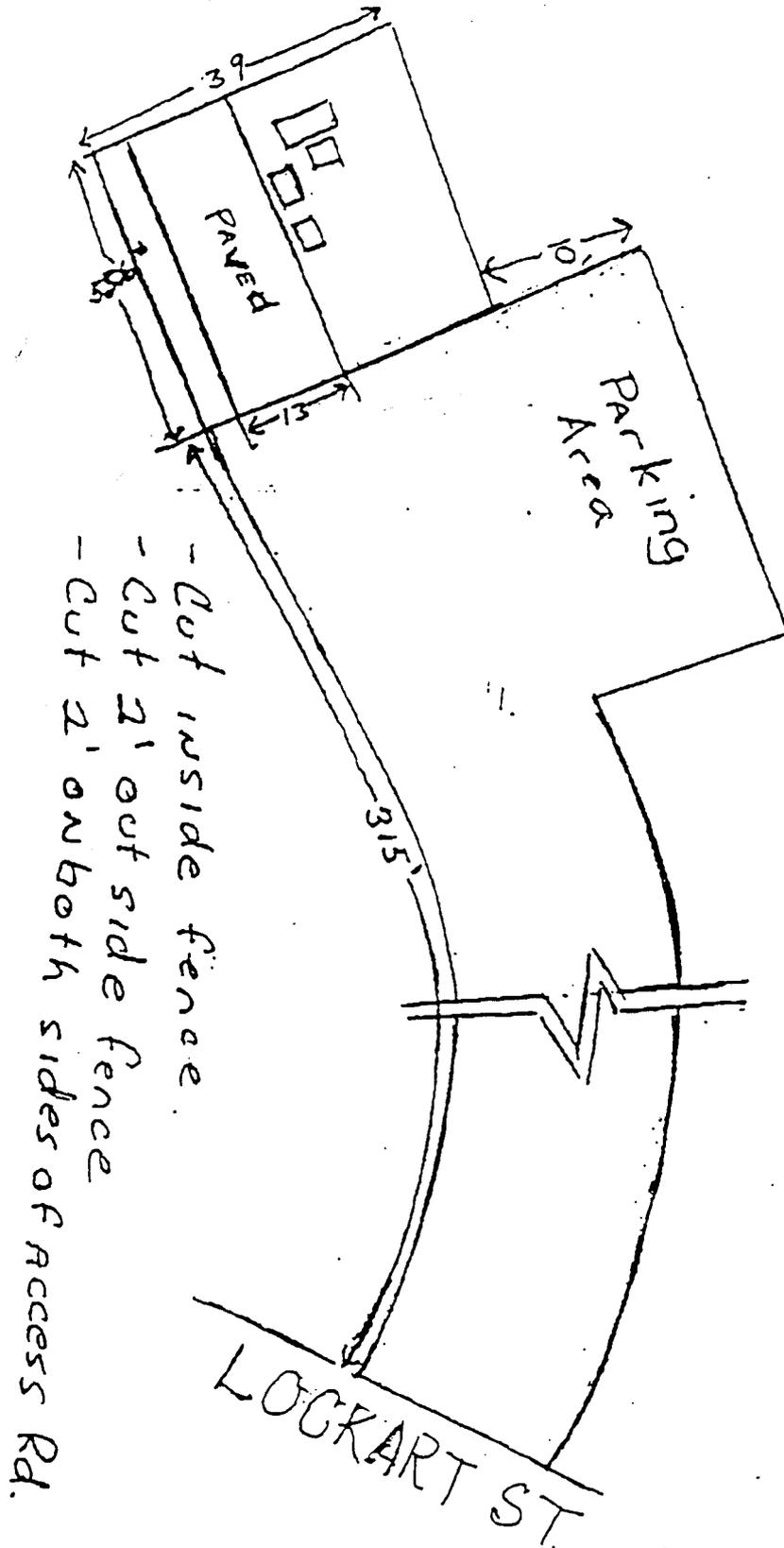
Shopping  
Center

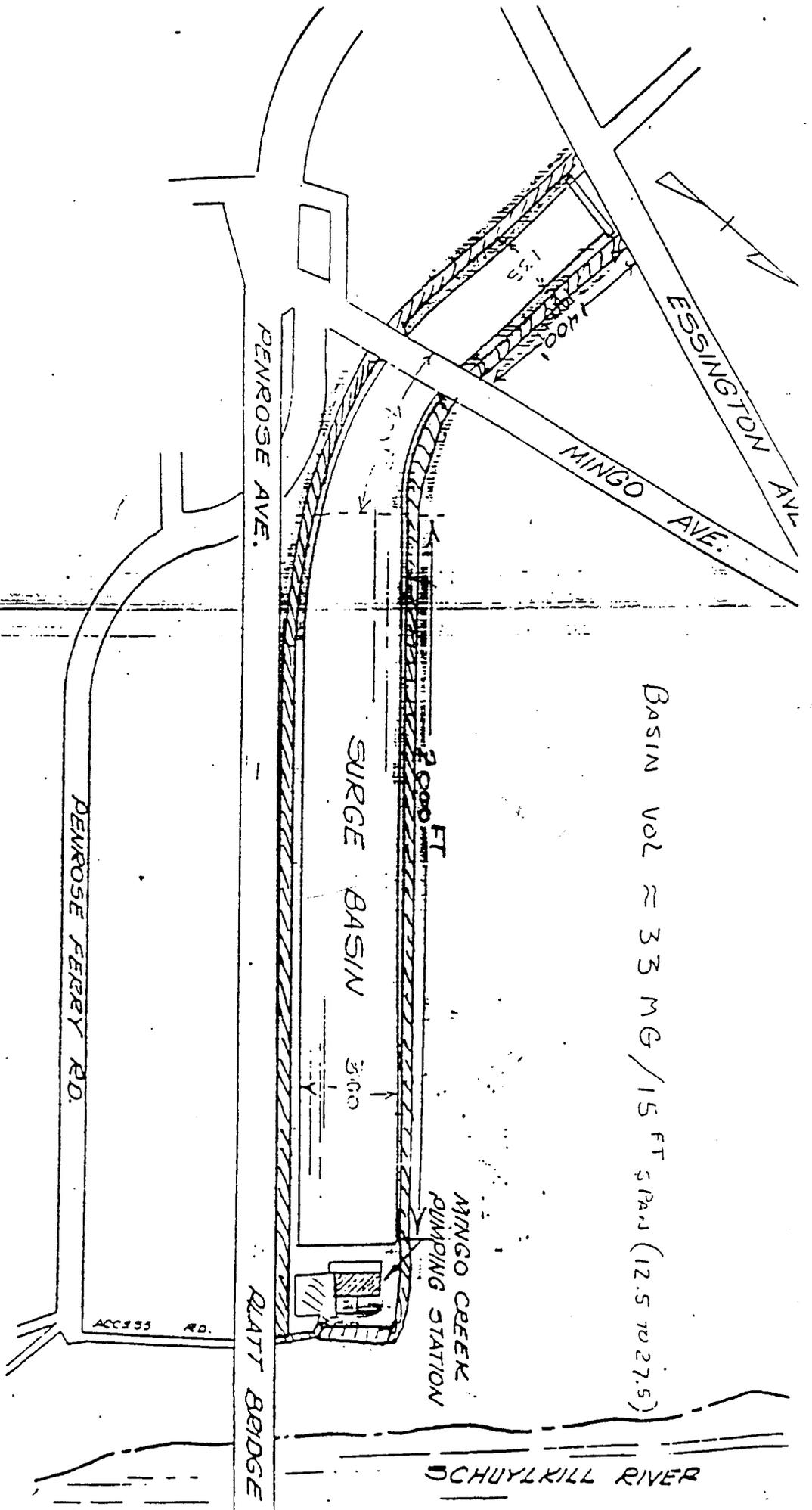
Rennard  
St



ITEM  
2.2.19.2

# LOCKHART ST. PUMPING STATION





MINGO CREEK STORMWATER DUMPING STATION LOCATION PLAN

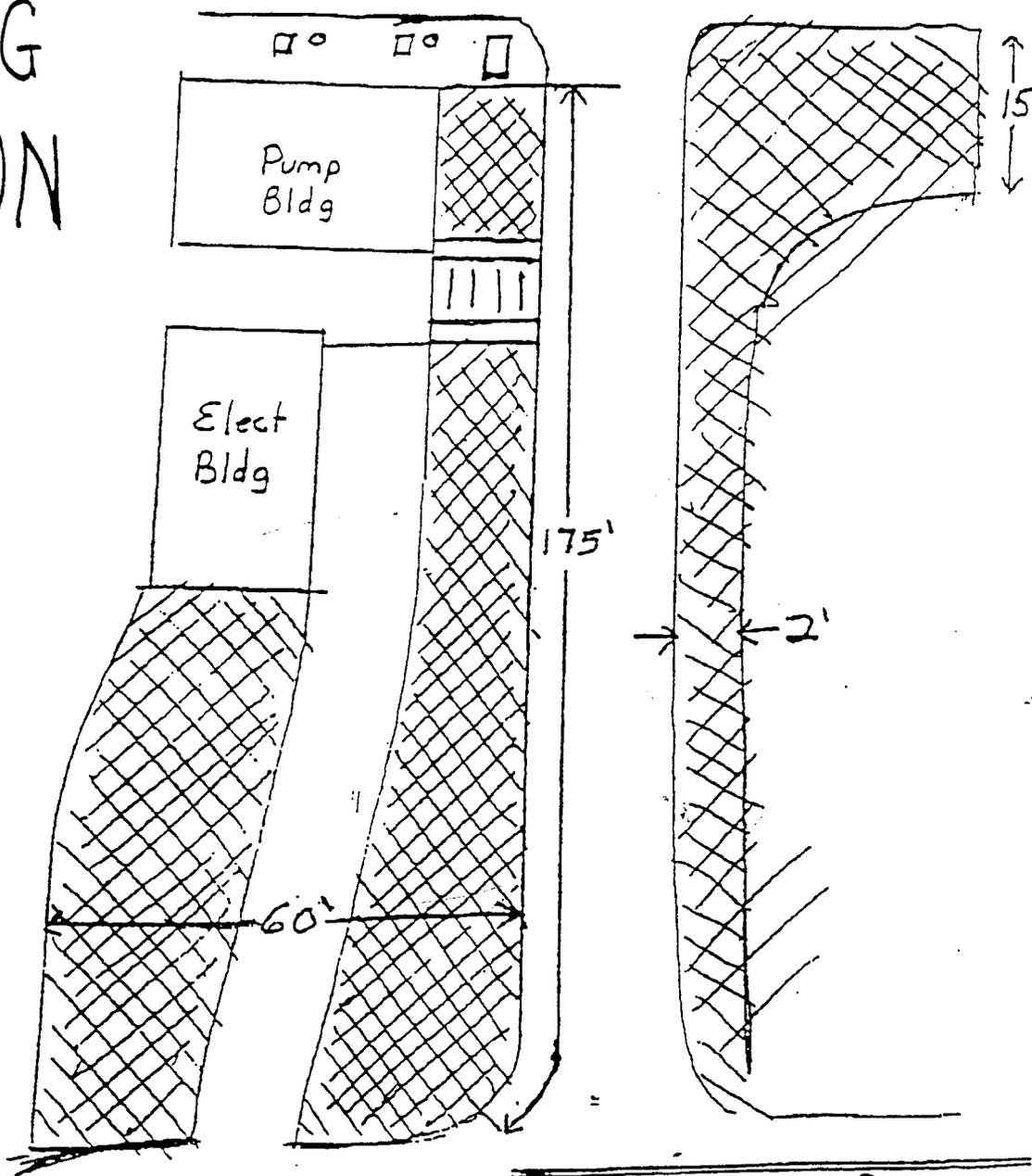
ITEM 2.2.19.3

- Both Basins -
- Cut back 2' both sides of Road - Grass w/ Trees and where Road meets curb -
- Around Pumping Station Access Rd

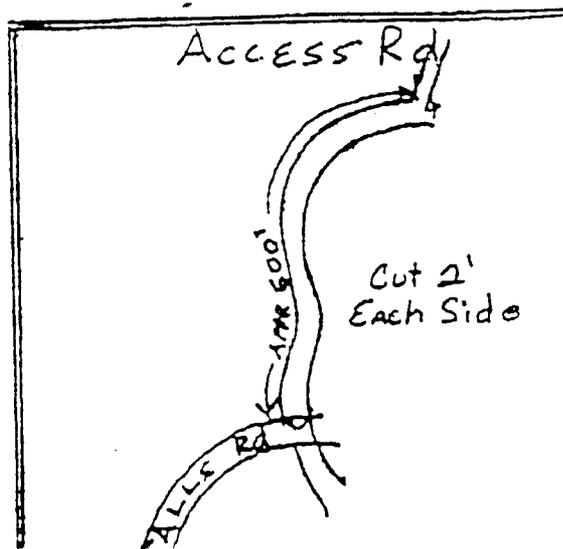


# NEILL DR. PUMPING STATION

ITEM  
2.2.19.5



Cut Crosshatch  
Area



Stokley Street

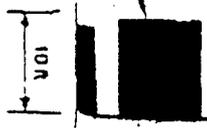
268'



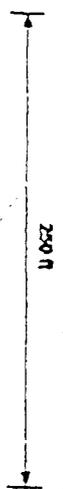
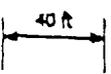
322' r. Appleford

Garage

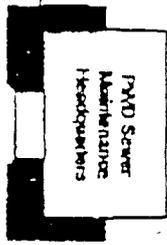
2.2.19.6.1



8 ft



Fox Street



2.2.19.6.1  
Shaded areas to be cut every 2 weeks

2.2.19.6.2  
Shaded areas to be weed wacked once a month

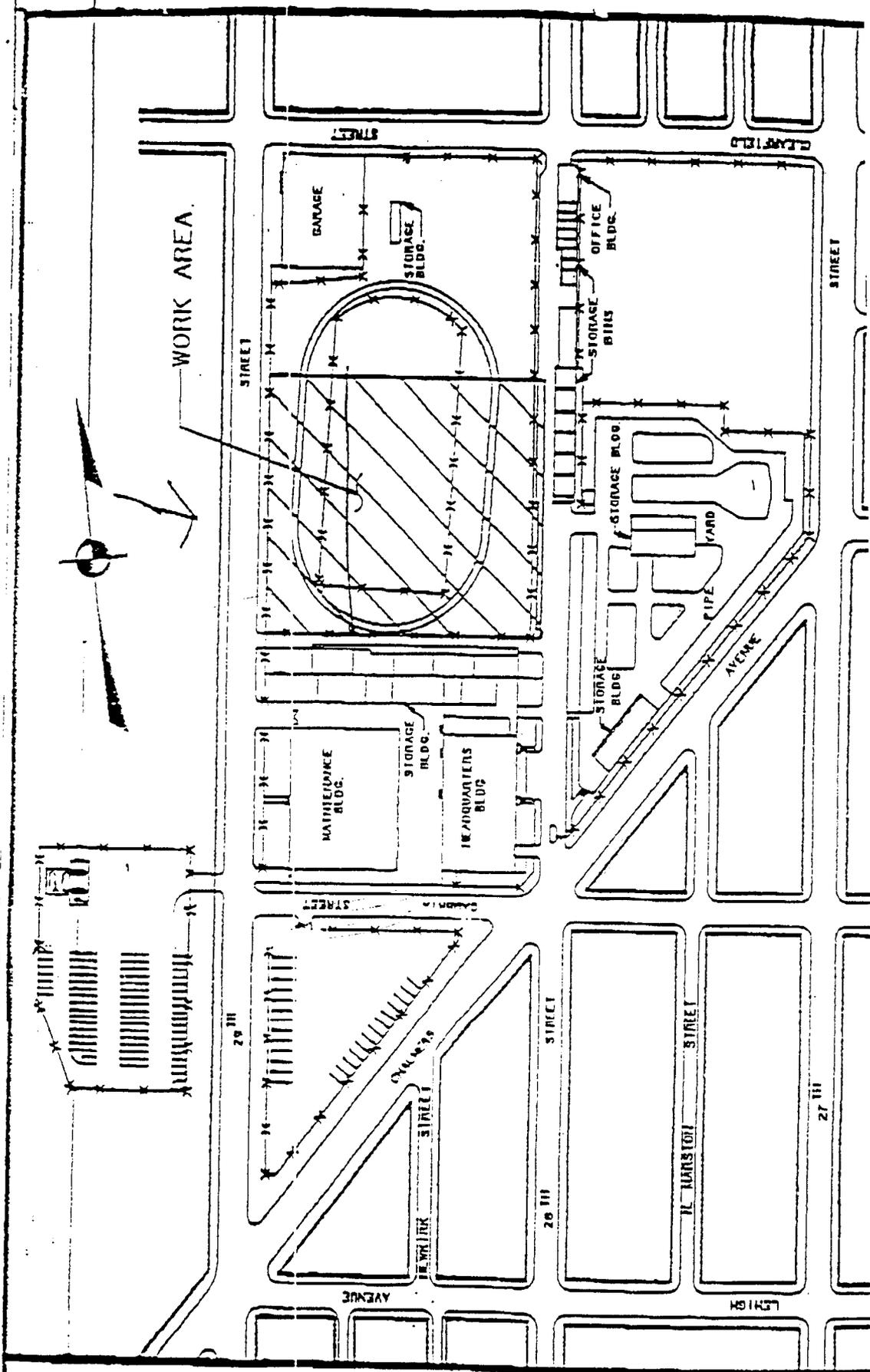
Approx 457 ft  
Roberts Avenue

Sewer Maintenance  
Headquarters - Fox & Roberts

ITEMS

[2.2.19.6.1 AND 2.2.19.6.2]

ITEMS  
[2.2.20.1, 2.2.20.2, 2.2.20.3]



ITEM  
2.2.20.4

EXIST. STORAGE SHED AND LOADING DOCK

EXIST. BITUM. PAVED ACCESS ROAD

GATE

EXIST. FENCE

NEW 18' WIDE SWING GATE

PIPEYARD  
(240' x 130')

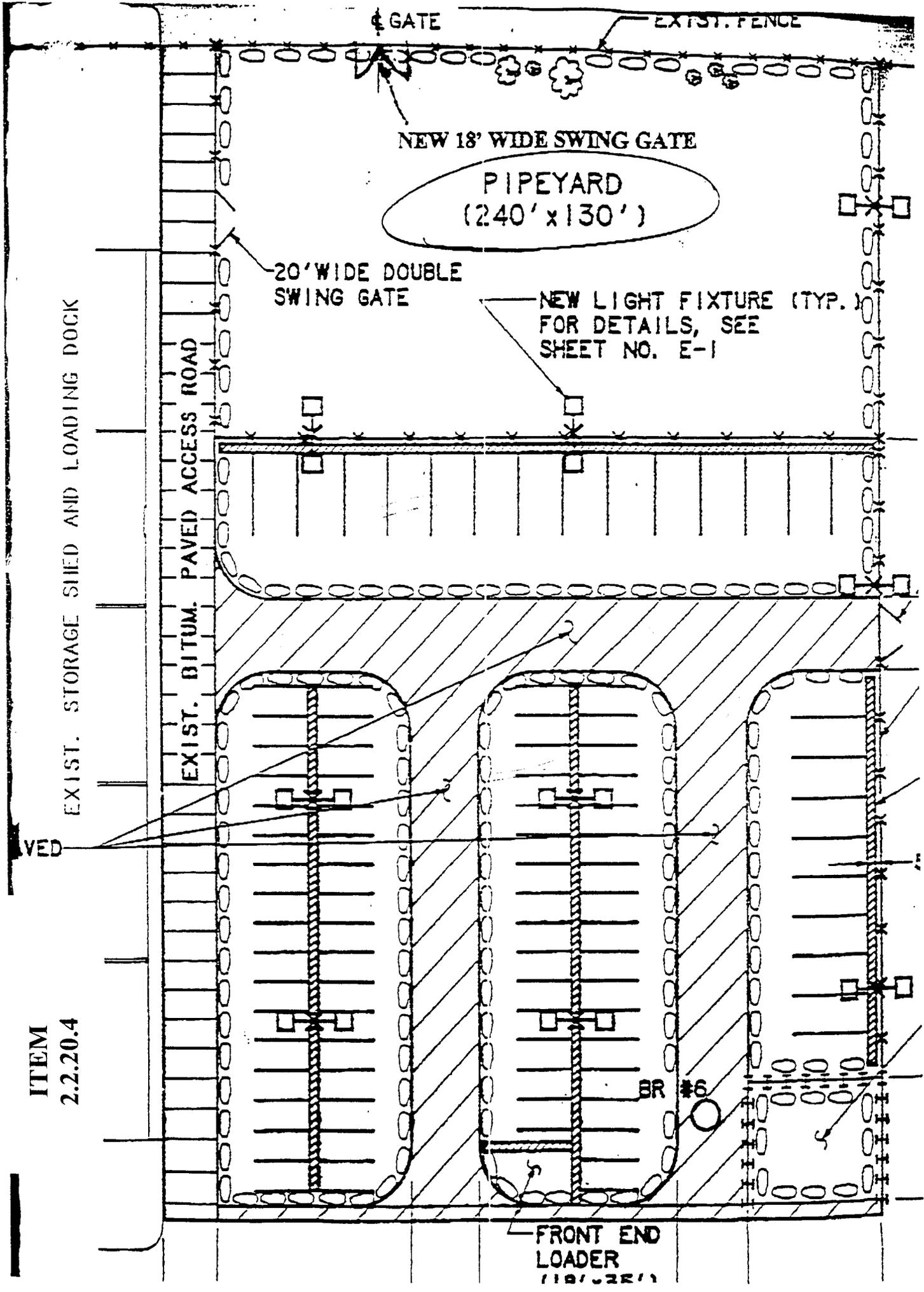
20' WIDE DOUBLE  
SWING GATE

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

PAVED

BR #6

FRONT END  
LOADER  
(18' x 28')

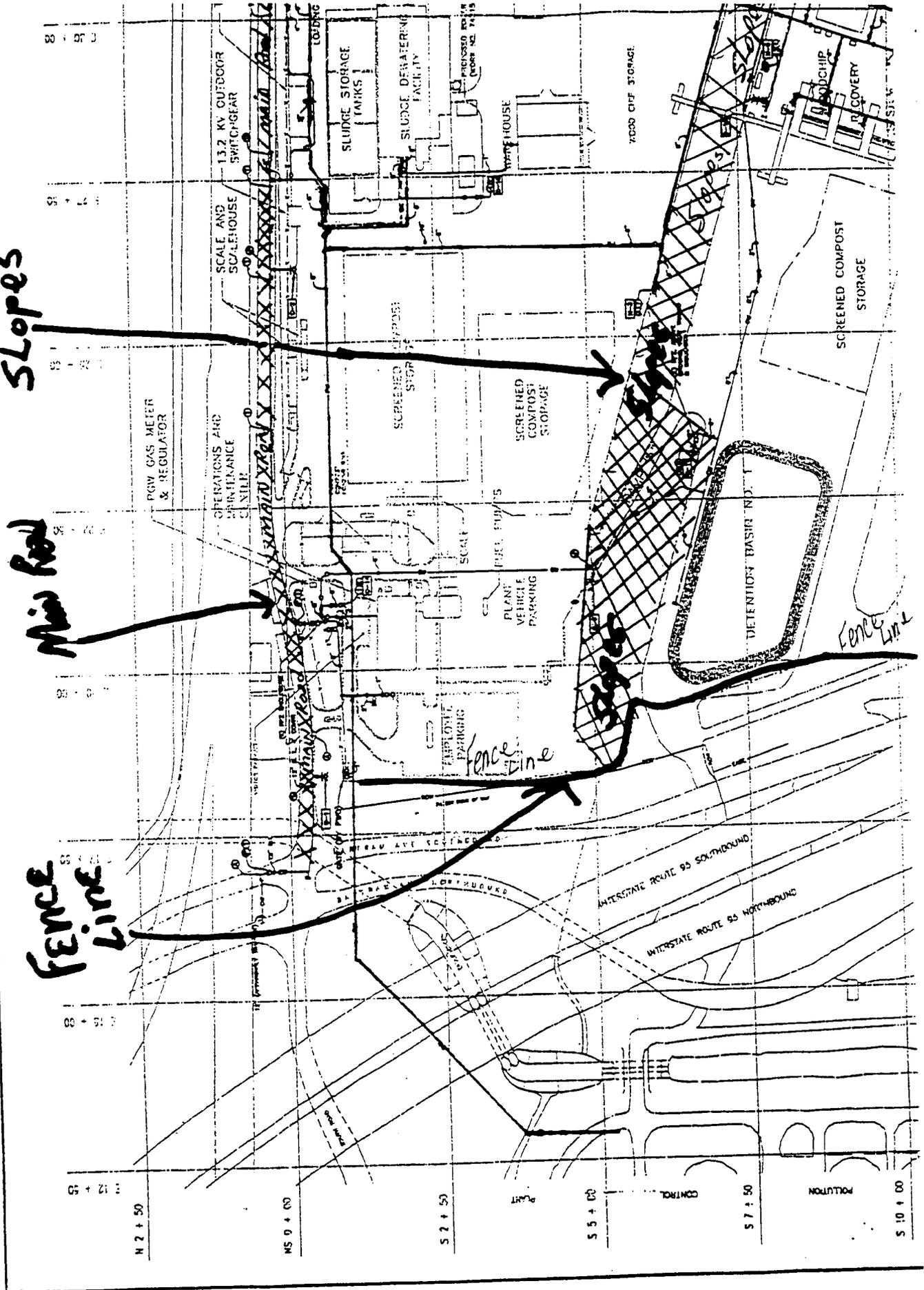


ITEM 2.2.21 (A)

Slopes

Main Road

Fence Line

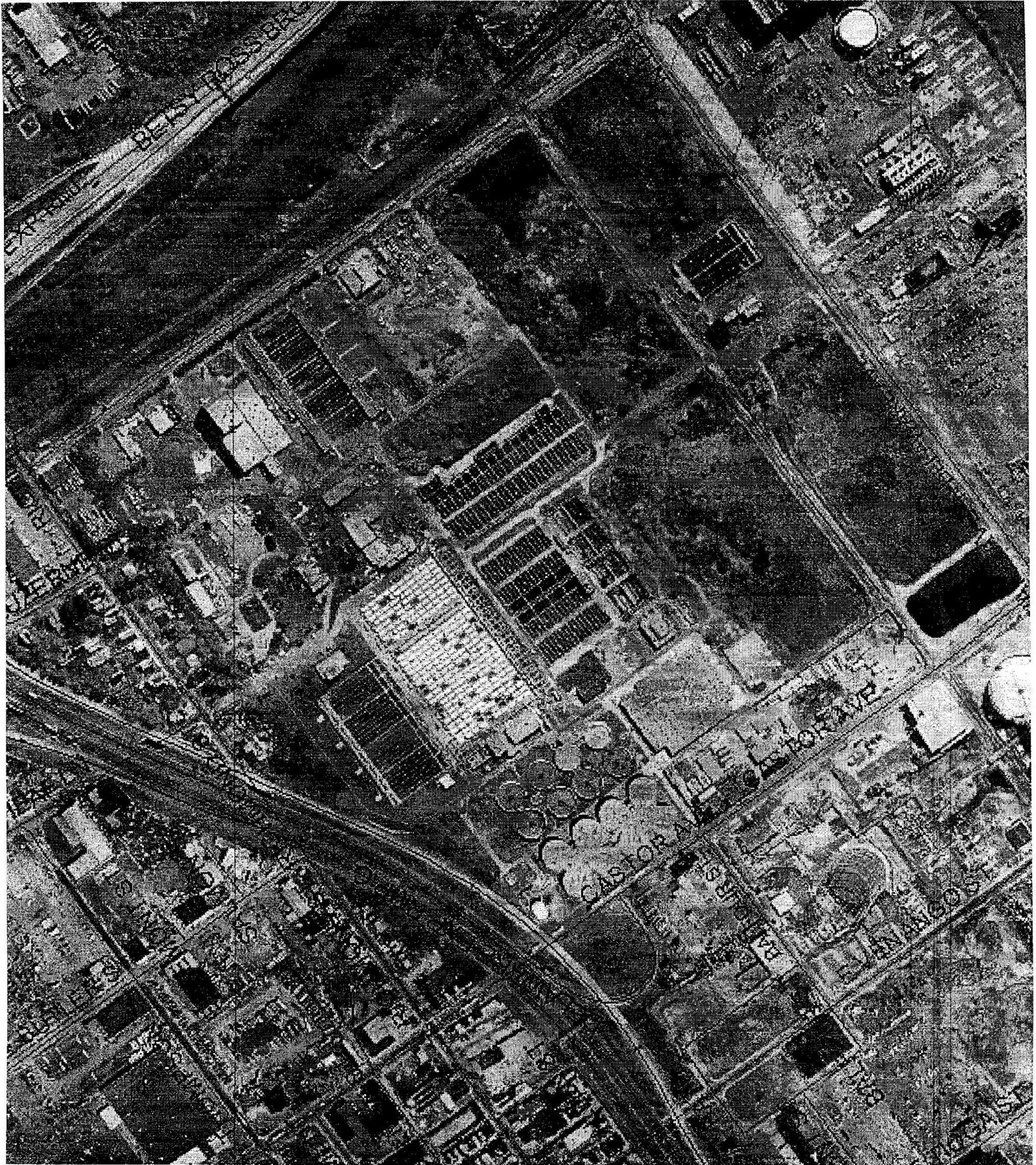




ITEM  
2.2.22



ITEM  
2.2.23



**PRIME CONTRACTOR'S PAYMENT TO OEO SUBCONTRACTORS FORM**

**Prime Contractor:** \_\_\_\_\_  
**Bid Number:** \_\_\_\_\_  
**Contract Number:** \_\_\_\_\_  
**Purchase Order Number:** \_\_\_\_\_  
**Invoice Number:** \_\_\_\_\_  
**Invoice Date:** \_\_\_\_\_



Name of Subcontractor	Work/Supply Effort	OEO Category			Percentage of Invoice Due	Dollar Amount Due
		MBE	WBE	DSBE		

**Note:** If this invoice does not encompass any work/supply effort performed by an M/W/DSBE, complete only the top portion of this form and check the box below.

**NO PAYMENT DUE TO SUBCONTRACTOR ON THIS INVOICE.**

*In accordance with the OEO instructions, Forms and Contract Provisions which are a part of the Contract, I agree to promptly pay my M/W/DSBE subcontractors no later than five (5) days after my receipt of payment from the City. I represent that the statements contained herein are true and correct and are made under penalty of law, 18 Pa.C.S. 4904.*

**Prime Contractor's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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.



# **CITY OF PHILADELPHIA**

## **INSTRUCTIONS FOR GETTING PAID**

### **BY THE CITY OF PHILADELPHIA**

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

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

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

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

**VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM [WWW.PHILA.GOV/BIDS](http://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 **\$10.00 fee, company check or money order only, no personal checks or cash, for each bid number requested.** Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

**BID RESULTS REQUEST FORM**

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

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:**

- Company 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

**COMPANY CHECK OR MONEY ORDER ONLY**



# CITY OF PHILADELPHIA

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, 2008 – June 30, 2010

**(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 \$30,000 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 \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2008 – 2010** on the face of the check.

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

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

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

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

Company Name: \_\_\_\_\_

Fed EIN/SSN: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/08 to 6/30/10  
**DO NOT SEND CASH. NO PERSONAL CHECKS.**

*Internal Use Only*

Rcvd. \_\_\_/\_\_\_/\_\_\_ Pymt. Type \_\_\_\_\_ Ck. Amt. \$ \_\_\_\_\_ Ck.# \_\_\_\_\_



# CITY OF PHILADELPHIA

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
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 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
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 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.

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

\*Note: If you wish to apply for Local Business Entity (LBE) certification, go to [www.phila.gov/bids](http://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 nonresponsiveness 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 \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 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;

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 \$30,000. If the amount of the contract to be awarded is greater than \$30,000 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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

### TAX MATTERS

**21. TAX EXEMPTION.** The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. 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 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 authorizations required by

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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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 21<sup>st</sup> 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 \$30,000, 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)



# CITY OF PHILADELPHIA

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](http://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.