



**CITY OF PHILADELPHIA  
OFFICE OF ECONOMIC OPPORTUNITY  
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED  
BUSINESS ENTERPRISES  
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS  
(SEALED BID CONTRACTS)**

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

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 Policy is applicable to this Invitation and Bid (hereinafter, "Bid").

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE 15 % - 20 %  
WBE 15 % -20 %

DSBE BEST EFFORTS

These ranges represent the percentage of MBE, WBE, DBE<sup>1</sup> 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. 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. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,**

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<sup>1</sup> "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

**it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.**

## **A. M/W/DSBE PARTICIPATION**

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency<sup>2</sup> at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at [www.phila.gov/oEO/directory](http://www.phila.gov/oEO/directory).

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

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), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The 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. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

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 Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

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<sup>2</sup>A list of "OEO approved certifying agencies" can be found at [www.phila.gov/oEO](http://www.phila.gov/oEO)

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 identified in the OEO Registry prior to contract award;
- 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 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. 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. 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 in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

## **B. RESPONSIVENESS**

1. A Bid responsive to the Policy is one 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.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this 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 therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this 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/subproposals. The bidder's listing of a commitment with an 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 is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Bid, Bidder must explain 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:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certifying directories used to solicit participation for this Bid.
- 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).

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 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 plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract 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 or solicited M/W/DSBEs at any pre-bid meetings.

- 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 or prompt payment practices.

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 awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant 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 Chief Operating Officer of the Commerce Department 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 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. 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 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 Orders 2-05 and 14-08 or by reason of any contract resulting from the 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, the OEO may recommend to the Procurement Commissioner 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.

#### **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, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

#### **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 Orders 2-05 and 14-08, 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 City 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/Debar the Successful Bidder from proposing/bidding 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 Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid)		COMMERCE DEPARTMENT	
Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises		OFFICE OF ECONOMIC OPPORTUNITY (OEO)	
Name of Bidder		Date of Bid Opening	
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.			
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited	Commitment Made
Address		By Phone	Yes (If Yes, give date) NO
Contact Person		Quote Received	Amount Committed To
Telephone Number	Fax #	YES NO	Dollar Amount
OEO CERTIFICATION #			Percent of Total Bid
			\$
			%
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited	Commitment Made
Address		By Phone	Yes (If Yes, give date) NO
Contact Person		Quote Received	Amount Committed To
Telephone Number	Fax #	YES NO	Dollar Amount
OEO CERTIFICATION #			Percent of Total Bid
			\$
			%
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited	Commitment Made
Address		By Phone	Yes (If Yes, give date) NO
Contact Person		Quote Received	Amount Committed To
Telephone Number	Fax #	YES NO	Dollar Amount
OEO CERTIFICATION #			Percent of Total Bid
			\$
			%
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited	Commitment Made
Address		By Phone	Yes (If Yes, give date) NO
Contact Person		Quote Received	Amount Committed To
Telephone Number	Fax #	YES NO	Dollar Amount
OEO CERTIFICATION #			Percent of Total Bid
			\$
			%
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited	Commitment Made
Address		By Phone	Yes (If Yes, give date) NO
Contact Person		Quote Received	Amount Committed To
Telephone Number	Fax #	YES NO	Dollar Amount
OEO CERTIFICATION #			Percent of Total Bid
			\$
			%
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited	Commitment Made
Address		By Phone	Yes (If Yes, give date) NO
Contact Person		Quote Received	Amount Committed To
Telephone Number	Fax #	YES NO	Dollar Amount
OEO CERTIFICATION #			Percent of Total Bid
			\$
			%

(Rev. 1/2008/JS)

<sup>1</sup> M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.  
<sup>2</sup> Failure to give reason for no commitment may result in rejection of your bid.

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**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: Trees and Tree Planting**

1.2 **SCHEDULE NO: 518**

1.3 **CONTRACT TERM:** 09/01/2011 to 08/31/2012 (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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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 **Trees and Tree Planting** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2010 to June 30, 2012 are not required to provide Bid Security if

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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, 2010 through June 30, 2012**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2010 – June 30, 2012** 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 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

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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.**

1.9.8

**BID QUESTIONS OR PROBLEMS**

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

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

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1.9.9 **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.**

**SECTION 2: ITEM/SPECIFICATION REQUIREMENTS AND SPECIFICATION**

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- 2.1 The successful bidder(s) shall be required to provide the City of Philadelphia's Agencies/Departments with **TREES AND TREE PLANTING SERVICES** as specified in Sections 2 and 5 of this Invitation and Bid.
- 2.1.1 All trees and/or services furnished as a result of this bid must be in accordance with Procurement Department Specification 26-P-2g:11.
- 2.1.2 Supply all labor and materials to perform tree planting on the streets of Philadelphia, including the cutting and removal of concrete sidewalks, as required per Procurement Specification 26-P-2g:11. Listing of anticipated planting sites can be acquired by contacting Urban Forestry Contract Management, 1515 Arch Street, 10<sup>th</sup> Floor, Philadelphia, PA 19102, (215) 685-4363.
- 2.1.3 The amount of work performed under this contract will depend on the availability of funds and the final bid price. Minor quantity changes and species substitution may be made by Philadelphia Parks and Recreation (PPR), if the requested species is not available or on-site conditions dictate. Trees will be planted in their proper seasons.
- 2.1.4 If the awarded contractor states in writing that a certain requested tree species is not available, PPR retains the right to try and locate the plant material. If located by PPR, the contractor must purchase the material from the vendor.
- 2.1.5 All plant patent species are to be identified and tagged. Tree trunk measurements must be a minimum of 2" to 2-1/2" caliper or a minimum of over 2-1/2" to 3" caliper as specified by the Contract Manager.
- 2.1.6 All trees no longer need tree wrap unless specifically requested by PPR Manager for a particular location or tree.
- 2.1.7 Trees are commonly dug and wrapped with wire baskets and burlap. Contractor will be required to remove the upper 2/3's of the wire basket and all twine and burlap from the trunk of the tree.

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2.1.8 All trees must conform to the standards of the American Nursery Landscape Association. No tree shall be planted if the ball is cracked, broken or dropped either before or during the planting process. Loose, broken, or cracked balls will be rejected. All trees must be street tree form. The first branch must be at least 5-1/2' above paving or soil ground level. The spread of the branches should be in an upward growing habit. Maximum deviation from a perfectly straight trunk shall be no more than 1/2 of the trunk diameter.

2.1.9 Late fees and fines may be levied if the contractor fails to perform work by listed deadlines. Refer to Section 4 "Contract Management" for further details on this requirement.

2.1.9.1 The Fall season deadline is December 31<sup>st</sup> and the Spring season deadline is June 15<sup>th</sup>. Contractor shall adhere to these deadlines unless otherwise directed by PPR.

2.1.10 **Reporting Procedure**  
Vendor will submit a daily work report to Philadelphia Parks and Recreation's Urban Forestry Contract Management that contains the following information:

- 1). date
- 2). park district and zip code
- 3). starting location for the day\*
- 4). all work completed the previous day by specific address, park district and zip code.
- 5). comments regarding damages, homeowner's refusal, delays, etc.\*\*

\* Philadelphia Parks and Recreation's Urban Forestry Contract Management must be notified within one hour of any change in the starting location or movement to a location not originally listed on the daily report.

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

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- 2.1.11 It is anticipated that the quoted cost for planting the listed trees species will include either the cost for concrete cutting or the cost for planting trees in an existing tree pit or open area. The required one (1) year follow-up maintenance, as specified in the referenced Procurement Department Specification, should also be factored in. The size for concrete cuts and debris removal (in square feet) will be in the following size categories: 9 to 20 sq. ft. and 21 to 36 sq. ft.
- 2.1.12 The corners of all concrete cuts must be at a 90-degree angle and perfectly straight. Before any cutting or digging begins, the vendor is required to call PA One Call System in accordance with Pennsylvania Act #287.
- 2.1.13 Parks and Recreation reserves the right to add new tree pit details during the contract period as the Philadelphia Water Department (PWD) evolves their designs.

2.2 **TREE SPECIES AND/OR CULTIVAR FOR URBAN STREET PLANTING**

The following tree species and/or cultivar are representative of the types of trees that may be ordered by City departments. Trees are grouped by size upon reaching maturity (small, medium and large) and recommended locations for the species. This is only a partial list and is not meant to be all-inclusive. Other species may be ordered by the City which the contractor will be required to supply.

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**SMALL TREES: UNDER 30' TALL AT MATURITY**

Acer buergeranum -- Trident Maple  
Acer campestre -- Hedge Maple  
Acer ginnala -- Amur Maple  
Acer tataricum -- Tatarian Maple  
Acer griseum -- Paperbark Maple  
Amelanchier x grandiflora -- Serviceberry  
Carpinus caroliniana -- American Hornbeam  
Cercis canadensis -- American Red Bud  
Chionanthus retusus (tree form) -- Chinese Fringetree  
Chionanthus virginicus (tree form) -- Fringetree  
Cornus florida -- Flowering Dogwood  
Cornus kousa -- Kousa Dogwood  
Cotinus obovatus (tree form) -- American Smoke Tree  
Crataegus crusgalli var. inermis -- Thornless Cockspur Hawthorn  
Crataegus laevigata "Superba" -- English Hawthorn  
Crataegus x lavalleyi (tree form) -- Lavalley Hawthorn  
Crataegus phaenopyrum (tree form) -- Washington Hawthorn  
Crataegus viridis "Winter King" -- Winter King Green Hawthorn  
Oxydendrum arboreum -- Sourwood  
Prunus serrulata "Shirotae" -- Mt. Fuji Cherry  
Prunus subhirtilla "Autumnalis"-- Autumn Flowering Cherry  
Prunus subhirtilla "Rosy Cloud" -- Rosy Cloud Cherry  
Prunus virginiana -- Common Chokecherry  
Prunus virginiana "Schubert" -- Canada Red Chokecherry  
Stewartia koreana -- Korean Stewartia  
Stewartia monadelphica -- Tall Stewartia  
Syringa reticulata "Ivory Silk"-- Japanese Tree Lilac  
Syringa reticulata "Summer Snow" -- Japanese Tree Lilac

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**MEDIUM TREES: 30'-40' TALL AT MATURITY**

Acer truncatum -- Purpleblow Maple  
Carpinus betulus -- European Hornbeam  
Carpinus betulus "Fastigiata" -- Upright European Hornbeam  
Cladrastis kentukea -- Yellowwood  
Corylus colurna -- Tree Filbert  
Gleditsia triacanthos var. inermis -- Thornless Honeylocust  
Koelreuteria paniculata -- Golden Rain Tree  
Maackia amurensis -- Amur Maackia  
Ostrya virginiana -- Hop Hornbeam  
Phellodendron amurense -- Corktree  
Prunus maackii -- Amur Chokecherry  
Prunus x yedoensis -- Yoshino Cherry  
Prunus sargentii -- Sargent Cherry  
Quercus acutissima -- Sawtooth Oak

**LARGE TREES: OVER 45' TALL AT MATURITY**

Acer rubrum "Autumn Flame" -- Autumn Flame Red Maple  
Acer rubrum "Red Sunset" -- Red Sunset Red Maple  
Acer saccharum "Green Mountain" -- Green Mountain Sugar Maple  
Celtis laevigata "All Seasons" -- Sugar Hackberry  
Celtis laevigata "Magnifica" -- Sugar Hackberry  
Cercidiphyllum japonicum -- Katsuratree  
Eucommia ulmoides -- Hardy Rubber Tree  
Ginkgo biloba (male only) -- Maidenhair Tree  
Platanus x acerifolia "Bloodgood" -- Bloodgood London Planetree  
Quercus imbricaria -- Shingle Oak  
Quercus shumardii -- Shumard Oak  
Quercus rubra -- Red Oak  
Tilia cordata -- Littleleaf Linden  
Tilia tomentosa -- Silver Linden  
Ulmus parvifolia "Dynasty" -- Lacebark Elm  
Zelkova serrata "Green Vase" -- Zelkova

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**NARROW STREETS**

Acer rubrum "Armstrong" -- Fastigate Red Maple  
Acer saccharum "Goldspire" -- Goldspire Maple  
Carpinus betulus "Columnaris" -- Columnar European Hornbeam  
Ginkgo biloba "Princeton Sentry"-- Princeton Sentry Ginkgo  
Ginkgo biloba "Magyar" -- Magyar Upright Ginkgo  
Prunus sargentii "Spire" -- Columnar Sargent Cherry  
Quercus robur "Fastigiata" -- Columnar English Oak  
Quercus palustris "Pringreen" -- Green Pillar Pin Oak  
Sorbus aucuparia "Fastigiata" -- Upright Mountain Ash

**BOULEVARD OR PARK TREES**

Betula nigra "Heritage" -- Heritage River Birch  
Carya glabra -- Pignut Hickory  
Carya ovata -- Shagbark Hickory  
Cryptomeria japonica "Yoshino" -- Yoshino Cryptomeria  
Juniperus virginiana "Princeton Sentry" -- Eastern Redcedar  
Liquidambar styraciflua -- American Sweetgum  
Liriodendron tulipifera -- Tuliptree  
Metasequoia glyptostroboides -- Dawn Redwood  
Nyssa sylvatica -- Black Tupelo  
Platanus x acerifolia "Bloodgood" -- Bloodgood London Planetree  
Quercus alba -- White Oak  
Quercus bicolor -- Swamp White Oak  
Quercus imbricaria -- Shingle Oak  
Quercus macrocarpa -- Bur Oak  
Quercus palustris -- Pin Oak  
Quercus phellos -- Willow Oak  
Quercus prinus -- Chestnut Oak  
Quercus robur -- English Oak  
Quercus rubra -- Red Oak  
Quercus shumardii -- Shumard Oak  
Taxodium distichum -- Common Baldcypress  
Ulmus americana "Delaware" -- Delaware American Elm

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Every tree selected for the above list has its own benefits and/or limitations when growing under urban conditions. The trees listed above will tolerate harsh conditions.

Matching the most suited tree for the planting site will enhance the characteristics of a particular tree.

### 2.3 **TREE PRICING TO INCLUDE PLANTING**

In Section 5 "Pricing," bidders are requested to provide the unit price of the listed items, in the unit of measure indicated. Prices quoted at the time of bid opening shall remain firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City the vendor may increase prices as per Para. 4.4 "Price Increase or Decrease".

#### 2.3.1 **25051 001 012**

Tree planting, planted in an existing tree pit or open area, trunk size: 2" to 2-1/2" caliper, in accordance with American Nursery Landscape Association, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, planting and one (1) year maintenance.

#### 2.3.2 **25051 001 013**

Tree planting, planted in an existing tree pit or open area, trunk size: over 2-1/2" to 3" caliper, in accordance with American Nursery Landscape Association, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, planting and one (1) year maintenance.

#### 2.3.3 **25051 001 036**

Tree planting, concrete cutting required, 9 sq. ft to 20 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

#### 2.3.4 **25051 001 037**

Tree planting, concrete cutting required, 21 to 36 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

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- 2.3.5      **25051 001 038**  
Tree planting, concrete cutting required, 9 to 20 sq. ft; trunk size 2.5” to 3” caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.
- 2.3.6      **25051 001 039**  
Tree planting, concrete cutting required, 21 to 36 sq. ft; trunk size 2.5” to 3” caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.
- 2.3.7      **25051 001 040**  
Concrete Cut only 9 to 20 sq. ft. – Concrete cutting; remove concrete; backfill pits with topsoil; and apply 2” of mulch. The pit size will be 9 to 20 sq. ft. (square feet).
- 2.3.8      **25051 001 041**  
Concrete cut only 21 to 36 sq. ft. – Concrete cutting; remove concrete; backfill pits with topsoil; and apply 2” of mulch. The pit size will be 21 to 36 sq. ft. (square feet).
- 2.3.9      **25051 001 042**  
Stump Removal (under 36” in height) – To include removal of surface roots up to 10’ in width, and twenty-four (24) inches or deeper as necessary for re-planting; including the natural root flare of the stump.
- 2.3.10     **25051 001 043**  
Concrete Repair/Unsuccessful Planting: In the event concrete has been cut and tree cannot be planted due to resident refusal or other valid administrative reason (as determined by the City), the vendor will be authorized to bill the City a reimbursement charge for concrete replacement; charge assumes an average opening of 9 to 20 sq. ft. (square feet).
- 2.3.11     **25051 001 044**  
Supplying and planting bare root trees for tree pit plantings and lawn area plantings.
- 2.3.12     **25051 001 045**

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Supplying and planting container trees for planting in lawn areas.

2.3.13 **25051 001 046**

Planting container and bare root trees supplied by others.

2.3.14 **25051 001 004**

Transported Tree/Unsuccessful Planting: In the event the vendor has transported a tree to a location, and subsequently has to transport the tree back to the vendor's holding area; or is unable to plant due to resident's refusal, or tree previously exists or there is a stump at the location, the vendor is authorized to charge the City \$25.00 for each occurrence. This is not a biddable item.

2.4 **WARRANTY:**

Maintenance shall begin immediately after each planting. The following requirements shall be adhered to:

Maintenance of new plantings shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing of guys and stakes, resetting plants to proper grades and upright positions, restoration of the planting saucer and furnishing and applying such sprays as are necessary to keep the planting free from insects and disease. If planting is performed after grass area preparation, proper protection to grass area shall be provided and any damage resulting from planting operations repaired promptly. Maintenance shall be provided for a period of one year from the date of planting.

Planting areas and plants shall be protected at all times against damage of any kind for the duration of the maintenance period. If any plants become damaged or injured, they shall be treated or replaced as directed by the inspector in charge at no additional cost to the owner. No work shall be done within adjacent to or over any plant or planting areas without proper safeguard and protection of the plant material.

During the maintenance period, the contractor shall be responsible for the performance of all work as outlined above. The root system of all plants shall be watered at such intervals as will keep the surrounding soil in best condition during and at the end of the maintenance period. At the end of the maintenance period, the contractor shall be responsible for removing the guys and stakes, removal and disposal of existing mulch, applying a fresh 2" layer of mulch, and removing only dead or broken branches unless otherwise directed by the inspector prior to the return of any retainage.

At the conclusion of the twelve month maintenance period, a final inspection of the planting site(s) will be made as determined by the Urban Forestry Contract Management

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Division or his/her representatives. Trees not approved at the time of the final inspection shall be replaced or repaired as indicated by the inspector without additional compensation. Replacements shall be performed in the current or following planting season with a similar size and species as the original planting.

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

A retainage shall be held in the amount of 10% of the contract price. This will be withheld by deducting from the number of trees billed on the invoice in the amount that most closely equals 10%. The method in which the City of Philadelphia pays invoices prevents making percentage deductions from submitted invoices. The period of retainage shall be twelve months from the acceptance of the last planting.

## 2.5 DELIVERY REQUIREMENTS

Delivery of items and/or services will be the responsibility of the vendor and will be charged at the rates quoted.

2.5.1 Contractor may deliver only after the receipt of a purchase order or other authorizing document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests unless such requests are placed against existing purchase order.

2.5.2 Certificates of origin shall be supplied to the requesting Department at the direction of the ordering officer.

2.5.3 Questions related to delivery requirements may be directed to:

POC: Frances Piller

Phone: (215) 685-4363

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

#### **3.1 EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

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

#### **3.2 AWARD:**

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder. Bidder must bid all items (5.1.1 thru 5.1.13) to be eligible for award.

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose

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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.

**3.2.5 INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "Terms and Conditions of Bidding and Contract". No contract will be

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

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4.1.2 Invoices submitted shall be processed for payment once per month upon the City's acceptance of the trees.

4.1.2.1 **Daily Tree Inspection**

If the Urban Forestry Contract Management deems a tree to be unacceptable for any reason at the time of the initial inspection, the vendor will replace the tree before the end of the seasonal deadline. PPR will not consider the contract complete if these trees are not replanted by the seasonal deadline.

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

4.1.4 **ADD-ONS:**

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

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

4.1.5 **MATERIALS TESTING:**

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

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

- 4.2.1 Contractor may deliver only products and/or 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 products and/or 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 products and/or 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 **DELIVERY:**  
If vendor fail to plant the trees by the seasonal deadline (See Para.2.1.9.1) or deadline set by PPR, the vendor will be fined \$200.00/day for every working day beyond the set deadline. After (10) ten days of accrued fines, the vendor may be terminated and the City may exercise the use of the Performance Bond. The deadline will be sent to the vendor in written form.
- 4.2.5 Should the vendor cut concrete at the wrong location or cause damage to property (i.e. sidewalk, curb line, existing plant material), the department (PPR) will send a written repair notice to the vendor. The vendor will have five (5) working days to make the requested repairs. If the repair is not made within the five (5) day period, a fine of \$50.00/day will be assessed. After ten (10) days of fines the ordering department (PPR) may terminate the vendor.
- 4.2.5.1 If the vendor plants a tree at the wrong address and the homeowner wishes to keep the tree, the tree will remain at no additional cost to the City or the homeowner. The vendor will be required to plant a tree at the correct location.
- 4.2.6 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:

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

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

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

4.2.9 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.

4.2.10 **RECYCLING INFORMATION REQUEST:**

The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES  NO

Is your product packaged and/or shipped in material containing recycled content? YES  NO

Is your product recyclable after it has reached its intended end use? YES  NO

Is your product shipped in returnable Containers? YES  NO

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4.2.11

**Approval of Work:**

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor.

4.2.12

The contractor's attention is directed to the Procurement Department Specification 26-P-2g: 11 which requires the removal of guys, hoses and stakes at the end of the maintenance period and which calls for a monetary withholding to insure compliance.

4.2.13

At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.2.14

**Invoices/Receipts:**

4.2.14.1

Philadelphia Parks and Recreation must certify invoices for payment. All invoices must be billed by Park District and Zip Code. Parks and Recreation will provide this information. Bills will be returned if they are not sent according to this specification. Send all invoices to:

Philadelphia Parks and Recreation  
One Parkway, 10<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, PA 19102  
Attn: Urban Forestry  
Contract Management

4.2.14.2

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

4.2.14.3

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

4.2.14.4

Invoices should be sent in triplicate to each ordering department

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

4.2.14.4.2 See also item 4.1.2 above.

4.2.14.5 If any invoice is sent and all work billed for is not completed according to contract specifications, the bill will be returned. If the work is not completed after the second inspection, a fine will be assessed. If the invoice is for new planting, a fine of \$50.00 will be charged and the invoice will be returned to the vendor, unpaid and the uncompleted work listed.

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

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment.

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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**

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**CITY OF PHILADELPHIA**

**PREVAILING WAGE RATE SCHEDULE**

**TREES AND TREE PLANTING**

<b><u>Classification</u></b>	<b><u>Basic Hourly Rate</u></b>	<b><u>Fringe Benefits</u></b>
Landscape Laborer I	\$ 12.83	\$ 3.50
Landscape Laborer II	\$ 13.76	\$ 3.50

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

**Notes of Interest:**

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

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

**4.4 PRICE INCREASE OR DECREASE:**

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

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

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

or

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

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

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

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

**Failure to notify the City within the time frame specified in 4.4 will result in a commensurate delay in implementing the price change.**

4.5 **VENDOR ACCEPTANCES – 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)**

5.1 Vendor shall submit fixed prices for life of the contract for all items identified in the bid.

	<b>UNIT OF QUANTITY MEASURE</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
5.1.1 <b>25051 001 012</b> Tree planting, planted in an existing tree pit or open area, trunk size: 2" to 2-1/2" caliper, in accordance with American Nursery Landscape Association, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, planting and one (1) year maintenance.	465 EA	\$ _____	\$ _____
5.1.2 <b>25051 001 013</b> Tree planting, planted in an existing tree pit or open area, trunk size: over 2-1/2" to 3" caliper, in accordance with American Nursery Landscape Association, Procurement Dept. Spec. 26-P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, planting and one (1) year maintenance.	24 EA	\$ _____	\$ _____
5.1.3 <b>25051 001 036</b> Tree planting, concrete cutting required, 9 sq. ft. to 20 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.	200 EA	\$ _____	\$ _____

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**UNIT OF      UNIT      TOTAL**  
**QUANTITY MEASURE PRICE AMOUNT**

5.1.4 **25051 001 037**

Tree planting, concrete cutting required, 21 sq ft. to 36 sq. ft; trunk size 2" to 2-1/2" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

100    EA                    \$ \_\_\_\_\_    \$ \_\_\_\_\_

5.1.5 **25051 001 038**

Tree planting, concrete cutting required, 9 sq. ft to 20 sq ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

50      EA                    \$ \_\_\_\_\_    \$ \_\_\_\_\_

5.1.6 **25051 001 039**

Tree planting, concrete cutting required, 21 sq ft. to 36 sq. ft; trunk size 2.5" to 3" caliper, in accordance with American Association of Nurserymen, Procurement Dept. Spec. 26P-2g:11 and all terms and conditions of the listed contract; cost includes: tree, concrete cut, planting and one (1) year maintenance.

50      EA                    \$ \_\_\_\_\_    \$ \_\_\_\_\_

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		UNIT OF QUANTITY MEASURE	UNIT PRICE	TOTAL AMOUNT
5.1.7	<b>25051 001 040</b> Concrete cut only 9 sq ft. to 20 sq ft.- Concrete cutting; remove Concrete; backfill pits with Topsoil; and apply 2" of mulch; The Pit size will be 9 to 20 sq ft. (square feet)	20 EA	\$_____	\$_____
5.1.8	<b>25051 001 041</b> Concrete cut only 21 sq ft. to 36 sq ft. Concrete cutting; remove Concrete; backfill pits with Topsoil; and apply 2" of mulch; The Pit size will be 21 sq ft. to 36 sq ft.	20 EA	\$_____	\$_____
5.1.9	<b>25051 001 042</b> Stump Removal (under 36" in height) To include removal Of surface roots up to 10' in width, and twenty-four inches (24") or deeper as necessary for re-planting; including the natural root flare of the stump.	75 EA	\$_____	\$_____
5.1.10	<b>25051 001 043</b> Concrete Repair/Unsuccessful Planting: In the event concrete has been cut and tree cannot be planted due to resident refusal or other valid administrative reason (as determined by the City), the vendor will be authorized to bill the City a reimbursement charge for concrete replacement; charge assumes an average opening of 9 to 20 sq ft. (square feet).	10 EA	\$_____	\$_____

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			<b>UNIT OF</b>	<b>UNIT</b>	<b>TOTAL</b>
			<b>QUANTITY</b>	<b>MEASURE</b>	<b>PRICE</b>
					<b>AMOUNT</b>
5.1.11	<b>25051 001 044</b>	Supplying and planting bare root trees for tree pit plantings and lawn area plantings.	50	EA	\$_____ \$_____
5.1.12	<b>25051 001 045</b>	Supplying and planting container trees for planting in lawn areas.	50	EA	\$_____ \$_____
5.1.13	<b>25051 001 046</b>	Planting container and bare root trees supplied by others.	50	EA	\$_____ \$_____
5.1.14	<b>25051 001 004</b>	Transported Tree/Unsuccessful Planting: In the event the vendor has transported a tree to a location and is unable to plant due to resident's refusal, tree previously exists or there is a stump at the location, the vendor is authorized to charge the City \$25.00 for each occurrence. This is not a biddable item.	50	EA	\$25.00 \$1,250.00

**EXTENDED TOTAL BID AMOUNT \$ \_\_\_\_\_**  
**FOR ITEMS 5.1.1 THRU 5.1.13**  
**(UNIT PRICE X QUANTITY FOR**  
**ALL ITEMS BID).**

**BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).**

**TYPE OF TRANSPORT:** \_\_\_\_\_

**CITY OF PHILADELPHIA  
PROCUREMENT DEPARTMENT  
STANDARDS DIVISION**

**No. 26-P-2g:11  
supersedes 26-P-2f:06  
Effective Date: 02/01/11**

***SPECIFICATION***



**PLANTING SPECIFICATIONS**

**SCOPE**

These specifications are intended to cover the planting of trees under the jurisdiction of Philadelphia Parks & Recreation (PPR). Such work includes the planting of trees in Parks comprising the Fairmount Park System, as well as all street trees within the City of Philadelphia.

These specifications may also be adopted and used by any other City agency or City-related Agency.

**COMMENCEMENT AND COMPLETION OF WORK**

The contractor will be required to commence work upon notification by the PPR. Such work shall be performed faithfully and energetically until completion. All material is to be planted in the proper season(s) recognized for the individual species. The planting season, if stated, assumes adequate moisture in the ground for proper planting conditions. Planting may be halted temporarily by the inspector if soil or weather conditions are unsatisfactory for planting.

**INSURANCE**

Contractor shall obtain and maintain in full force and effect covering the performance of the work under this contract.

A comprehensive General Liability Policy - said policy of insurance to have minimum limits, unless otherwise specified, of \$1,000,000.00 per occurrence bodily injury and \$1,000,000.00 per occurrence property damage and such insurance shall name the City of Philadelphia as a co/or additional insured.

A Worker's Compensation and Employer's Liability Insurance Policy with a Statutory Limit for Workmen's Compensation and a limit of \$500,000.00 per accident for employer's liability.

Evidence of such insurance as set forth above shall be furnished to the operating department at least 10 days before work is begun. It is also understood and agreed that the City be given 30 days written notice prior to any change in coverage.

## **CARE AND PROTECTION**

The contractor shall at all times protect the work and the materials in or about the project from damage caused by the weather, fire, theft, etc., and shall replace and make good any such damage or loss occurring entirely at the contractor's own expense.

The contractor shall not store any material or equipment on public property or private property without written consent of the owner and/or Commission.

## **SUPERVISION**

The contractor shall maintain a competent crew chief on the work site at all times. Instructions given to the foreman shall have the same force as if given to contractor directly. At the discretion of PPR, a bi-weekly meeting will be held at a site determined by the PPR representative for the duration of the planting season.

## **WORKDAY**

Work is to be performed during standard City work hours. No work is to be performed on Saturdays, Sundays, or national holidays without the permission of PPR.

At the beginning of each workday, the contractor shall fax the daily work locations to the PPR Street Tree Management Division.

The contractor may be required to rebate the costs incurred in having an inspector on-site during overtime hours or when the contractor fails to call-in his/her daily work location.

## **PLANT MATERIAL**

The contractor shall be responsible for furnishing and installation of material listed in the bid package.

At the time of the bid opening, each bidder is required to present a statement listing the tree nursery(s) at which each type and quantity of tree is located for fulfilling the contract. These trees are to be available for inspection and approval by a representative of PPR, before the lowest bid is accepted.

## **QUALITY**

All plants shall be grown in accordance with good horticultural practices. Plants shall have been grown within a 100 mile radius of the City of Philadelphia, under similar climatic conditions. The Philadelphia Park and Street Tree list is included (Appendix A). Successful bidders shall be prepared to supply certificates of origin from the respective nurseries for their stock. They shall have been transplanted or root pruned during growth, according to standards established by the AMERICAN NURSERY LANDSCAPE ASSOCIATION.

Plants shall be freshly dug. No heeled in plants or plants from cold storage will be accepted. They shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae, and shall have healthy, well-developed root systems.

All trees shall be free of any physical damage such as bark abrasions, disfiguring knots, sunscald or cuts to limbs over ¾ of an inch in diameter that are not completely healed. Trees with multiple leaders will not be accepted. All plants shall conform to the **American Standard for Nursery Stock ANSI Z60.1 – 2004**, or most current version of this standard, published by the AMERICAN NURSERY LANDSCAPE ASSOCIATION. All plants shall be labeled by plant name (genus, species and cultivar) and size. Labels shall be attached securely to all plants when delivered.

### **SIZE**

Two tree size ranges have been specified under this contract. All trees shall be either a minimum of 2 to 2.5 inch caliper at 6 inches above the root collar or a minimum of 2.5 to 3.0 inch caliper at 6.0 inches above the root collar. Larger scale plants may be substituted at the discretion of the inspector in charge. Use of such plants shall not increase the contractor price. If larger plants are approved, the ball of earth shall be increased in the proportion of the size of the plant.

### **INSPECTION AND SAMPLES**

The contractor shall request, in writing, the inspection of plant material by the PPR. The contractor shall furnish complete information as to the location of all proposed plants. PPR reserves the right to accompany the vendor to any nursery to aid in the selection and tagging of plants.

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

All plant-patented trees must have identifier tags as to patent number, species and common name.

### **DIGGING AND HAULING PLANTS**

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

All stock shall be delivered promptly after digging. All roots and above ground plant parts are to be protected to prevent drying out in transit. This includes using mesh tarps that are properly secured.

All precautions customary in good trade practice shall be taken in preparing plants for transplanting. Workmanship that fails to meet the highest standards will be rejected. Balled and burlapped trees shall have firm natural balls of earth, and shall conform to the horticultural standard of the AMERICAN NURSERY LANDSCAPE ASSOCIATION. No plant required to be balled and burlapped shall be planted if the ball is cracked or broken, either before or during the planting process. Loose, broken or manufactured balls will be rejected.

All plants shall be dug, balled and burlapped, and planted between March to June and September to December except when otherwise authorized in writing by PPR.

Dig balled and burlapped (henceforth listed as B&B) with firm, natural balls of earth, of diameter and sufficient depth to include the fibrous and feeding roots. The following chart represents approximate ball size.

**TABLE 1 - BALL SIZE CHART**

<b>SHADE TREES</b>				<b>DECIDUOUS SHRUBS</b>		
<b>Caliper Inches</b>	<b>Diameter Inches</b>	<b>Depth Inches</b>		<b>Height</b>	<b>Diameter Inches</b>	<b>Depth Inches</b>
1/2	12	9		12"	8	6
3/4	14	10.5		18"	9	6.8
1	16	12		2"	10	7.5
1 1/4"	18	13.3		3'	12	9
1 1/2"	20	13.5		4'	14	10.5
1 3/4"	22	14.7		5'	16	12
2	24	16		6'	18	13.3
2 1/2	28	18.7		7'	20	13.5
3	32	19.2		8'	22	14.7
3 1/2	38	22.8		9'	24	16
4	42	25.2		10'	26	17.3

<b>EVERGREEN TREES</b>				<b>EVERGREEN SHRUBS</b>		
<b>Height</b>	<b>Diameter Inches</b>	<b>Depth Inches</b>		<b>Spread</b>	<b>Diameter Inches</b>	<b>Depth Inches</b>
18"	10	7.5		18"	10	7.5
2"	12	9		2"	12	9
3'	14	10.5		2 1/2'	14	10.5
4'	16	12		3'	14	12
5'	20	13.3		3 1/2'	18	13.5
6'	22	14.7		4'	21	14
7'	24	16		5'	24	16
8'	27	18		6'	28	18.7
9'	30	20		7'	32	19.2
10'	34	20.4		8'	36	21.6
12'	38	22.8		16'	46	27.6
14'	42	25.2				
16'	46	27.6				
18'	50	30				

No plants will be accepted if the ball is cracked or broken before or during planting operations.

The root balls and above ground parts of all plants shall be adequately protected at all times from sun or drying winds. When in leaf, the plants are to be protected from the wind during transport. B&B plants that cannot be planted immediately upon delivery shall be staged at the contractor's yard. These plants shall be set in the shade and the root balls shall be protected with moist wood chips or other acceptable material. All plants shall be watered as necessary until planted. All material removed from the nursery in the Spring is to be treated with an anti-transpirant such as "Wilt-Pruf." Evergreen material removed from the nursery in the Fall is to be treated with "Wilt-Pruf."

No plant shall be bound with wire or rope at any time so as to damage the bark or branches.

### **PRUNING (pre-planting)**

Plants shall not be pruned prior to delivery.

### **EXCAVATIONS**

The successful bidder shall apply for the necessary planting permits from PPR before work is started. The exact planting location is subject to the approval of the inspector in charge before digging or cutting is performed.

The contractor is responsible for meeting all aspects of Pennsylvania Act 287. This Act requires clearances from the various utilities prior to digging. Most utilities can be reached through use of the **PA One Call** number (1-800-242-1776). Official clearance numbers are to be recorded and maintained by the contractor until the completion of the contract.

The intent of this contract is to provide the largest possible planting pits for street trees which will facilitate root plate expansion and minimize or delay sidewalk heaving. Therefore, to the extent practicable, the contractor is to create the largest planting pits which will match existing pavement patterns and joints. Pit dimension shall fall within the 9 sq. ft. to 20 sq. ft. or 21 sq. ft. to 36 sq. ft. ranges and may be rectangular or square. Pit dimensions must be approved by PPR prior to sawcutting. In general smaller pits will be recommended for small mature trees with mature heights up to 30 feet, and larger pits will be recommended for medium to large mature trees, with mature heights greater than 30 feet. Pits not cut according to agreed upon dimensions will be rejected.

The contractor shall cut the pavement using a water cooled concrete saw with a diamond blade (Clipper Model 184 or equal). The use of a jackhammer or drill to cut edges shall be prohibited. The concrete saw shall be operated by skilled experienced personnel at all times. The concrete saw shall produce a 2" deep straight cut. The corners shall be 90-degree angles. There shall be no visible saw marks after the concrete is removed.

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

All poor quality sub grade soils or artificial fill shall be removed from all tree planting pits which will be completely replaced with suitable planting soil (Appendix C). PPR will determine if soil within planting pits is considered unsuitable and must be replaced or is acceptable and may be left and reused in place. All excavated material is to be disposed of properly.

Excavate all street tree planting pits to a minimum depth of 24". Trees to be planted in lawn areas need only be excavated to a depth equal to the height of the B&B root ball. Any pockets or depressions resulting from the excavation shall be filled with planting soil and tamped thoroughly prior to the placement of the tree. No existing surface or subsurface construction of any kind should interfere with the placing, planting or maintenance of any tree. If any question in this regard arises, the judgment of the PPR is final. No trees shall be planted without the approval of PPR.

The contractor shall protect all utilities, vegetation and structures during work.

Prior to the delivery of the tree to the site, the planting pit shall be excavated and the planting soil delivered.

Holes formed by use of a soil auger, shall have the sidewall scarified and/or broken up to allow for penetration by the plant's roots. All holes shall conform to the street and lawn tree planting/staking details as illustrated (Appendix B) and the "Woody Plant Installation" guidelines as specified (Appendix C).

### **PLANTING PROCEDURE**

Planting operations shall be conducted under favorable weather conditions during the next season or seasons which are normal for such work as determined by accepted practice in the locality of the project.

The contractor shall be required to submit to the PPR in writing a schedule of planting which shall include dates and locations. The contractor shall not deviate from this schedule without informing the PPR in advance.

The PPR reserves the right, prior to the planting of the material, to change the location of the planting as field conditions warrant, at no additional cost to the owner.

Prior to planting trees in pits, the contractor shall inspect each pit to ensure adequate drainage. If drainage is inadequate, the PPR shall be notified and his/her permission shall be obtained before placing the plant material into such pits. The contractor shall be responsible to provide proper drainage in each tree pit.

Street tree planting pits shall be excavated to the entire extent of the pavement cut and shall be at least 24" inches in depth. Lawn trees shall be planted in pits that are at least 2X the diameter of the root ball. Lawn tree planting pits shall only be excavated to a depth that is equal to the height of the root ball. All tree planting is to conform to the street and lawn tree planting/staking details as illustrated (Appendix B) and the "Woody Plant Installation" guidelines as specified (Appendix C).

Following removal of unsuitable backfill, all street tree planting pits are to be backfilled with a proper "Planting Soil" as specified (Appendix C).

All trees shall be staked immediately after they have been planted. Street trees shall be staked with two stakes and lawn trees shall be staked with three stakes. Stakes are to be cedar or oak. The cedar stakes are to be 9 feet in length with a uniform dimension of 3 inches in diameter. The oak stakes are to be 2" by 3" and 8 feet in length. The stakes are to be attached to the tree trunk with nylon straps and 2-ply jute, neatly fastened to the stake. Stake is to be sunk at least 3 feet into the ground. The stake is not to come in contact with the tree or root ball.

## **SETTING PLANTS**

Unless otherwise specified, all plants shall be planted in pits, centered and set such that the root collar shall be even with or slightly above finished grade after settlement.

Plants shall be planted upright and faced to give the best appearance or relationship to adjacent structures. No burlap shall be pulled out from under the balls. Wire baskets and surplus binding from the top two-thirds and sides of the ball shall be removed entirely. All broken or frayed roots are to be cut off cleanly with pruning shears. Planting soil shall be placed and compacted carefully to fill all voids. When the hole is nearly filled, water as necessary, and then allow it to soak away. Fill the hole to finished grade, which shall be two inches below the level of the sidewalk to account for the placement of 2" shredded hardwood bark mulch. For lawn trees, form a shallow saucer around each plant by placing a ridge of topsoil around the edge of each planting pit. After the ground settles, additional soil shall be filled into the level of the finished grade.

All pruning after planting shall be performed only with the approval and under the direction of the PPR inspector in charge. Plant material shall be pruned in accordance with the A-300 standard for pruning, or the most current version, to preserve the natural character of the plant.

Remove only dead or broken branches from flowering trees unless otherwise directed by the inspector in charge.

Only clean sharp tools should be used. No tree wound dressing shall be applied unless specified by the inspector.

The central leader of any tree should not be pruned.

## **MULCHING**

All trees shall be mulched with a minimum of 2" of shredded hardwood, licorice root or other acceptable mulch. Mulching is to be performed the same day as planting. Mulch shall cover the entire tree pit and form a "saucer" around the tree. Mulch shall not be mounded up against the trunk of the tree.

## **CLEAN UP**

The contractor shall, as directed by the inspector, remove and properly dispose of all debris during the progress of this work and keep the premises neat and reasonably clean. Upon completion of the work, he/she shall remove all equipment and unused materials, including excess soil and debris, and shall leave the premises in a neat and clean condition.

## **ONE (1) YEAR ESTABLISHMENT PERIOD**

Maintenance shall begin immediately after each planting. Detailed specifications for the one (1) year establishment period are included in Appendix C. Liquidated damages will be assessed as necessary to enforce the strict requirement for post planting watering during the first growing season.

Maintenance of new plantings shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing of guys and stakes, resetting plants to proper grades and upright positions, restoration of the planting saucer and furnishing and applying such sprays as are necessary to keep the plants free from insects and disease. If planting is performed after grass area preparation, proper protection to grass areas shall be provided and any damage resulting from planting operations shall be repaired promptly. Maintenance shall be provided for a period of one year from the date of planting.

Planting areas and plants shall be protected at all times against damage of any kind for the duration of the maintenance period. If any plants become damaged or injured, they shall be treated or replaced as directed by the inspector in charge at no additional cost to the owner. No work shall be done within adjacent to or over any plant or planting areas without proper safeguard and protection of the plant material.

During the maintenance period, the contractor shall be responsible for the performance of all work as outlined above. The root system of all plants shall be watered at such intervals as will keep the surrounding soil in best condition. At the end of the maintenance period, the contractor shall be responsible for removing the guys and stakes, loosening existing mulch and adding additional mulch if needed to provide a 2" depth and to freshen appearance, and remove only dead or broken branches. All maintenance must be completed prior to the return of any retainage outlined under "Acceptance and Payment."

## **CHANGES**

In the event the contractor attempts to deliver to a location and the homeowner refuses delivery and this refusal is verified by the PPR inspector, the contractor shall be reimbursed for the attempted delivery in an amount equal to the contractor's normal delivery charge, but not to exceed \$25.00. Contractor will not attempt to deliver to a different location without prior PPR approval.

## **ACCEPTANCE AND PAYMENT**

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

A retainage shall be held in the amount of 10% of the contract price. The period of retainage shall be twelve (12) months from the acceptance of the last planting. Liquidated damages for failure to provide watering as scheduled will be assessed against the retainage.

## **REFERENCES**

The PPR reserves the right to request a minimum of three (3) references. The references are to be for contracts of similar size and scope. Included in the references shall be the following information:

- CONTRACT OR PURCHASE ORDER
- FIRM OR ORGANIZATION NAME (INCLUDING ADDRESS)
- NAME, TITLE AND PHONE NUMBER OF CONTACT PERSON
- PERIOD OF WORK
- EXTENT AND SCOPE OF WORK

Failure to produce satisfactory references may be grounds for exclusion from bidding.

## APPENDIX A

### PHILADELPHIA PARK AND STREET TREE LIST

#### *Small Trees - (mature height under 30')*

*Acer buergeranum* -- Trident Maple  
*Acer campestre* -- Hedge Maple  
*Acer ginnala* -- Amur Maple  
*Acer tataricum* -- Tatarian Maple  
*Acer griseum* -- Paperbark Maple  
*Amelanchier x grandiflora* -- Serviceberry  
*Carpinus caroliniana* -- American Hornbeam  
*Cercis canadensis* -- American Red Bud  
*Chionanthus retusus* (tree form) -- Chinese Fringetree  
*Chionanthus virginicus* (tree form) -- Fringetree  
*Cornus florida* -- Flowering Dogwood  
*Cornus kousa* -- Kousa Dogwood  
*Cotinus obovatus* (tree form) -- American Smoke Tree  
*Crataegus crusgalli* var. *inermis* -- Thornless Cockspur Hawthorn  
*Crataegus laevigata* "Superba" -- English Hawthorn  
*Crataegus x lavalleyi* (tree form) -- Lavalley Hawthorn  
*Crataegus phaenopyrum* (tree form) -- Washington Hawthorn  
*Crataegus viridis* "Winter King" -- Winter King Green Hawthorn  
*Oxydendrum arboreum* -- Sourwood  
*Prunus serrulata* "Shirotae" -- Mt. Fuji Cherry  
*Prunus subhirtilla* "Autumnalis" -- Autumn Flowering Cherry  
*Prunus subhirtilla* "Rosy Cloud" -- Rosy Cloud Cherry  
*Prunus virginiana* -- Common Chokecherry  
*Prunus virginiana* "Schubert" -- Canada Red Chokecherry  
*Stewartia koreana* -- Korean Stewartia  
*Stewartia monadelphica* -- Tall Stewartia  
*Syringa reticulata* "Ivory Silk" -- Japanese Tree Lilac  
*Syringa reticulata* "Summer Snow" -- Japanese Tree Lilac

**Medium Trees - (mature height 30' to 40')**

*Acer truncatum* -- Purpleblow Maple  
*Carpinus betulus* -- European Hornbeam  
*Carpinus betulus* "Fastigiata" -- Upright European Hornbeam  
*Cladrastis kentukea* -- Yellowwood  
*Corylus colurna* -- Tree Filbert  
*Gleditsia triacanthos* var. *inermis* -- Thornless Honeylocust  
*Koelreuteria paniculata* -- Golden Rain Tree  
*Maackia amurensis* -- Amur Maackia  
*Ostrya virginiana* -- Hop Hornbeam  
*Phellodendron amurense* -- Corktree  
*Prunus maackii* -- Amur Chokecherry  
*Prunus x yedoensis* -- Yoshino Cherry  
*Prunus sargentii* -- Sargent Cherry  
*Quercus acutissima* -- Sawtooth Oak

**Large Trees - (mature height over 45')**

*Acer rubrum* "Autumn Flame" -- Autumn Flame Red Maple  
*Acer rubrum* "Red Sunset" -- Red Sunset Red Maple  
*Acer saccharum* "Green Mountain" -- Green Mountain Sugar Maple  
*Celtis laevigata* "All Seasons" -- Sugar Hackberry  
*Celtis laevigata* "Magnifica" -- Sugar Hackberry  
*Cercidiphyllum japonicum* -- Katsuratree  
*Eucommia ulmoides* -- Hardy Rubber Tree  
*Ginkgo biloba* (male only) -- Maidenhair Tree  
*Platanus x acerifolia* "Bloodgood" -- Bloodgood London Planetree  
*Quercus imbricaria* -- Shingle Oak  
*Quercus shumardii* -- Shumard Oak  
*Quercus rubra* -- Red Oak  
*Tilia cordata* -- Littleleaf Linden  
*Tilia tomentosa* -- Silver Linden  
*Ulmus parvifolia* "Dynasty" -- Lacebark Elm  
*Zelkova serrata* "Green Vase" -- Zelkova

**Narrow Streets**

*Acer rubrum* "Armstrong" -- Fastigate Red Maple  
*Acer saccharum* "Goldspire" -- Goldspire Maple  
*Carpinus betulus* "Columnaris" -- Columnar European Hornbeam  
*Ginkgo biloba* "Princeton Sentry"-- Princeton Sentry Ginkgo  
*Ginkgo biloba* "Magyar" -- Magyar Upright Ginkgo  
*Prunus sargentii* "Spire" -- Columnar Sargent Cherry  
*Quercus robur* "Fastigiata" -- Columnar English Oak  
*Quercus palustris* "Pringreen" -- Green Pillar Pin Oak  
*Sorbus aucuparia* "Fastigiata" -- Upright Mountain Ash

***Boulevard or Park Trees***

*Betula nigra* "Heritage" -- Heritage River Birch

*Carya glabra* -- Pignut Hickory

*Carya ovata* -- Shagbark Hickory

*Cryptomeria japonica* "Yoshino" -- Yoshino Cryptomeria

*Juniperus virginiana* "Princeton Sentry" -- Eastern Redcedar

*Liquidambar styraciflua* -- American Sweetgum

*Liriodendron tulipifera* -- Tuliptree

*Metasequoia glyptostroboides* -- Dawn Redwood

*Nyssa sylvatica* -- Black Tupelo

*Platanus x acerifolia* "Bloodgood" -- Bloodgood London Planetree

*Quercus alba* -- White Oak

*Quercus bicolor* -- Swamp White Oak

*Quercus imbricaria* -- Shingle Oak

*Quercus macrocarpa* -- Bur Oak

*Quercus palustris* -- Pin Oak

*Quercus phellos* -- Willow Oak

*Quercus prinus* -- Chestnut Oak

*Quercus robur* -- English Oak

*Quercus rubra* -- Red Oak

*Quercus shumardii* -- Shumard Oak

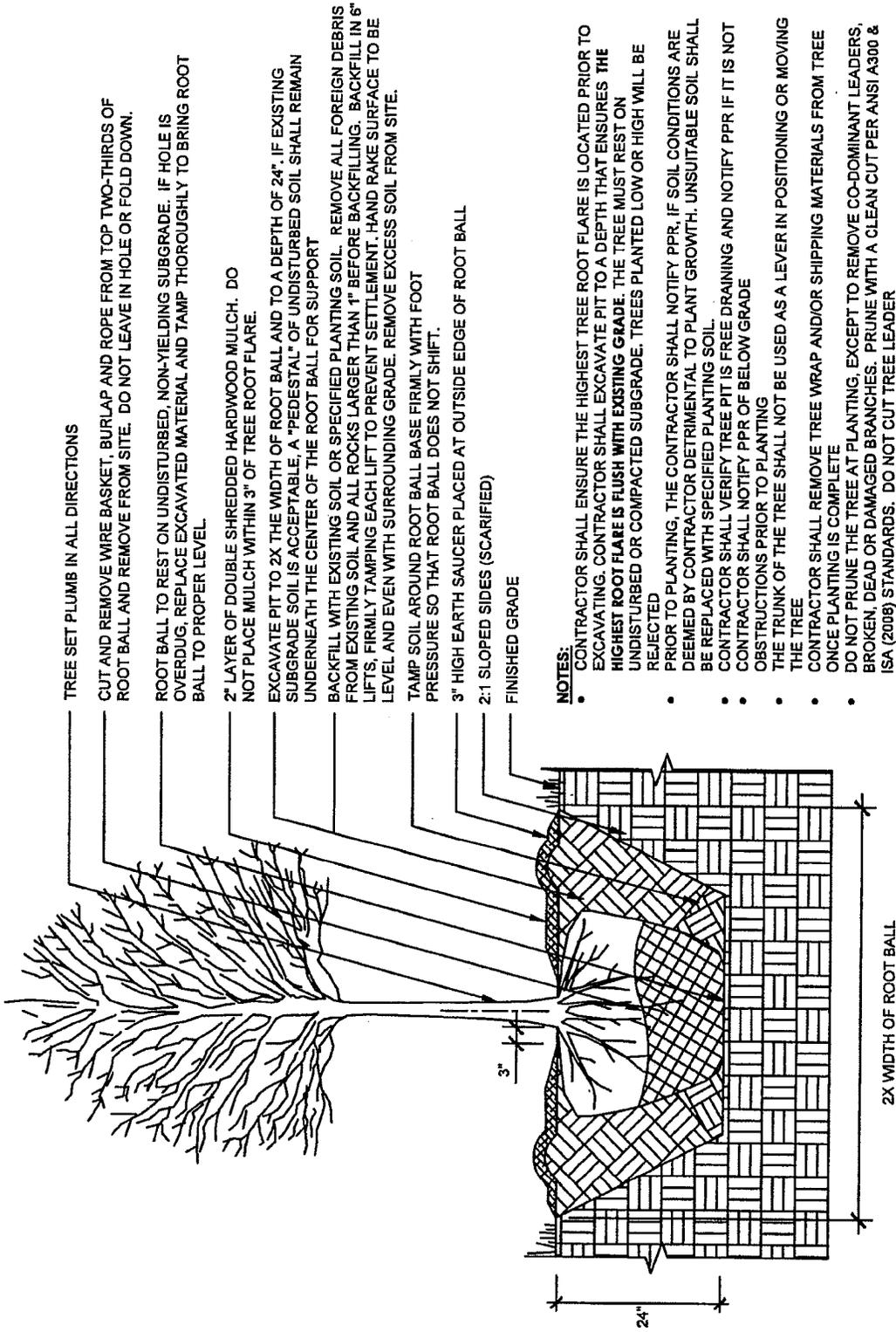
*Taxodium distichum* -- Common Baldcypress

*Ulmus americana* "Delaware" -- Delaware American Elm

## **APPENDIX B**

### **TREE PLANTING AND STAKING DETAILS**

- **Tree Planted in Lawn**
- **Tree Staked in Lawn**
- **Tree Planted in Existing Sidewalk**
- **Tree Staked in Existing Sidewalk**



TREE SET PLUMB IN ALL DIRECTIONS

CUT AND REMOVE WIRE BASKET, BURLAP AND ROPE FROM TOP TWO-THIRDS OF ROOT BALL AND REMOVE FROM SITE. DO NOT LEAVE IN HOLE OR FOLD DOWN.

ROOT BALL TO REST ON UNDISTURBED, NON-YIELDING SUBGRADE. IF HOLE IS OVERDUG, REPLACE EXCAVATED MATERIAL AND TAMP THOROUGHLY TO BRING ROOT BALL TO PROPER LEVEL.

2" LAYER OF DOUBLE SHREDDED HARDWOOD MULCH. DO NOT PLACE MULCH WITHIN 3" OF TREE ROOT FLARE.

EXCAVATE PIT TO 2X THE WIDTH OF ROOT BALL AND TO A DEPTH OF 24". IF EXISTING SUBGRADE SOIL IS ACCEPTABLE, A "PEDESTAL" OF UNDISTURBED SOIL SHALL REMAIN UNDERNEATH THE CENTER OF THE ROOT BALL FOR SUPPORT.

BACKFILL WITH EXISTING SOIL OR SPECIFIED PLANTING SOIL. REMOVE ALL FOREIGN DEBRIS FROM EXISTING SOIL AND ALL ROCKS LARGER THAN 1" BEFORE BACKFILLING. BACKFILL IN 6" LIFTS, FIRMLY TAMPING EACH LIFT TO PREVENT SETTLEMENT. HAND RAKE SURFACE TO BE LEVEL AND EVEN WITH SURROUNDING GRADE. REMOVE EXCESS SOIL FROM SITE.

TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.

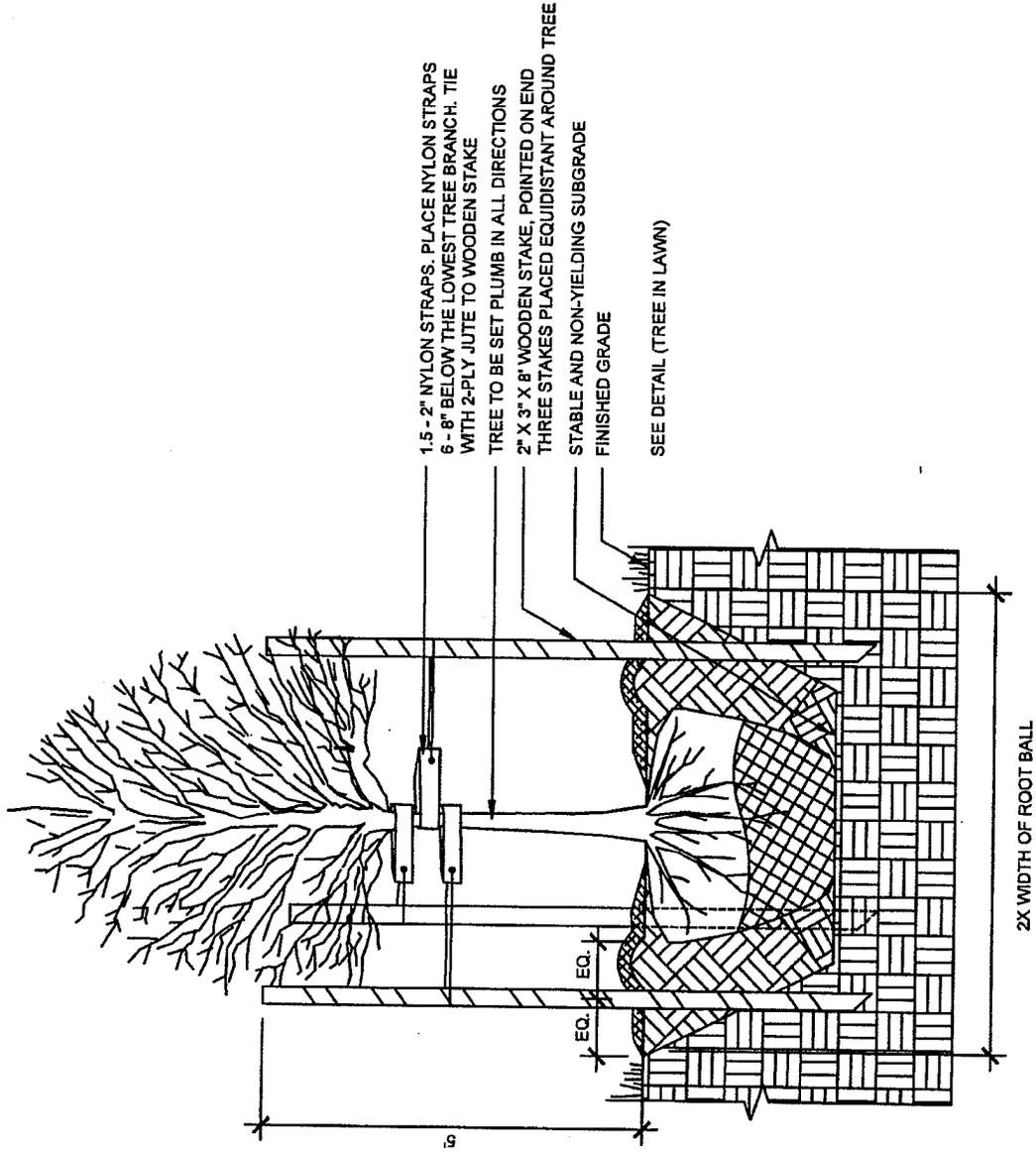
3" HIGH EARTH SAUCER PLACED AT OUTSIDE EDGE OF ROOT BALL

2:1 SLOPED SIDES (SCARIFIED)  
FINISHED GRADE

**NOTES:**

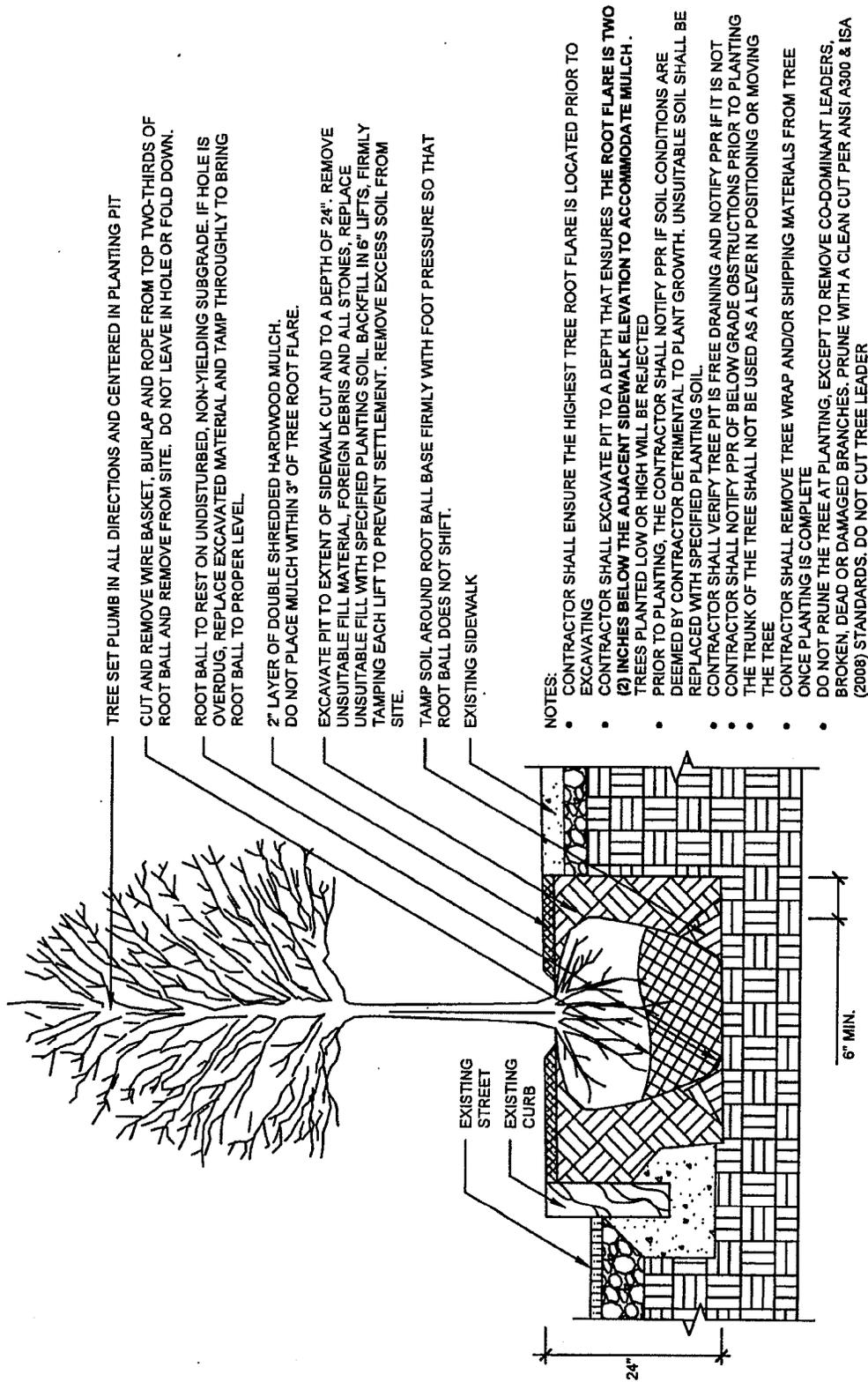
- CONTRACTOR SHALL ENSURE THE HIGHEST TREE ROOT FLARE IS LOCATED PRIOR TO EXCAVATING. CONTRACTOR SHALL EXCAVATE PIT TO A DEPTH THAT ENSURES THE HIGHEST ROOT FLARE IS FLUSH WITH EXISTING GRADE. THE TREE MUST REST ON UNDISTURBED OR COMPACTED SUBGRADE. TREES PLANTED LOW OR HIGH WILL BE REJECTED
- PRIOR TO PLANTING, THE CONTRACTOR SHALL NOTIFY PPR. IF SOIL CONDITIONS ARE DEEMED BY CONTRACTOR DETRIMENTAL TO PLANT GROWTH, UNSUITABLE SOIL SHALL BE REPLACED WITH SPECIFIED PLANTING SOIL.
- CONTRACTOR SHALL VERIFY TREE PIT IS FREE DRAINING AND NOTIFY PPR IF IT IS NOT
- CONTRACTOR SHALL NOTIFY PPR OF BELOW GRADE OBSTRUCTIONS PRIOR TO PLANTING
- THE TRUNK OF THE TREE SHALL NOT BE USED AS A LEVER IN POSITIONING OR MOVING THE TREE
- CONTRACTOR SHALL REMOVE TREE WRAP AND/OR SHIPPING MATERIALS FROM TREE ONCE PLANTING IS COMPLETE
- DO NOT PRUNE THE TREE AT PLANTING, EXCEPT TO REMOVE CO-DOMINANT LEADERS, BROKEN, DEAD OR DAMAGED BRANCHES. PRUNE WITH A CLEAN CUT PER ANSI A300 & ISA (2008) STANDARDS. DO NOT CUT TREE LEADER

**TREE IN LAWN**



**TREE STAKED IN LAWN**

NTS



TREE SET PLUMB IN ALL DIRECTIONS AND CENTERED IN PLANTING PIT

CUT AND REMOVE WIRE BASKET, BURLAP AND ROPE FROM TOP TWO-THIRDS OF ROOT BALL AND REMOVE FROM SITE. DO NOT LEAVE IN HOLE OR FOLD DOWN.

ROOT BALL TO REST ON UNDISTURBED, NON-YIELDING SUBGRADE. IF HOLE IS OVERDUG, REPLACE EXCAVATED MATERIAL AND TAMP THOROUGHLY TO BRING ROOT BALL TO PROPER LEVEL.

2" LAYER OF DOUBLE SHREDDED HARDWOOD MULCH. DO NOT PLACE MULCH WITHIN 3" OF TREE ROOT FLARE.

EXCAVATE PIT TO EXTENT OF SIDEWALK CUT AND TO A DEPTH OF 24". REMOVE UNSUITABLE FILL MATERIAL, FOREIGN DEBRIS AND ALL STONES, REPLACE UNSUITABLE FILL WITH SPECIFIED PLANTING SOIL. BACKFILL IN 6" LIFTS, FIRMLY TAMPING EACH LIFT TO PREVENT SETTLEMENT. REMOVE EXCESS SOIL FROM SITE.

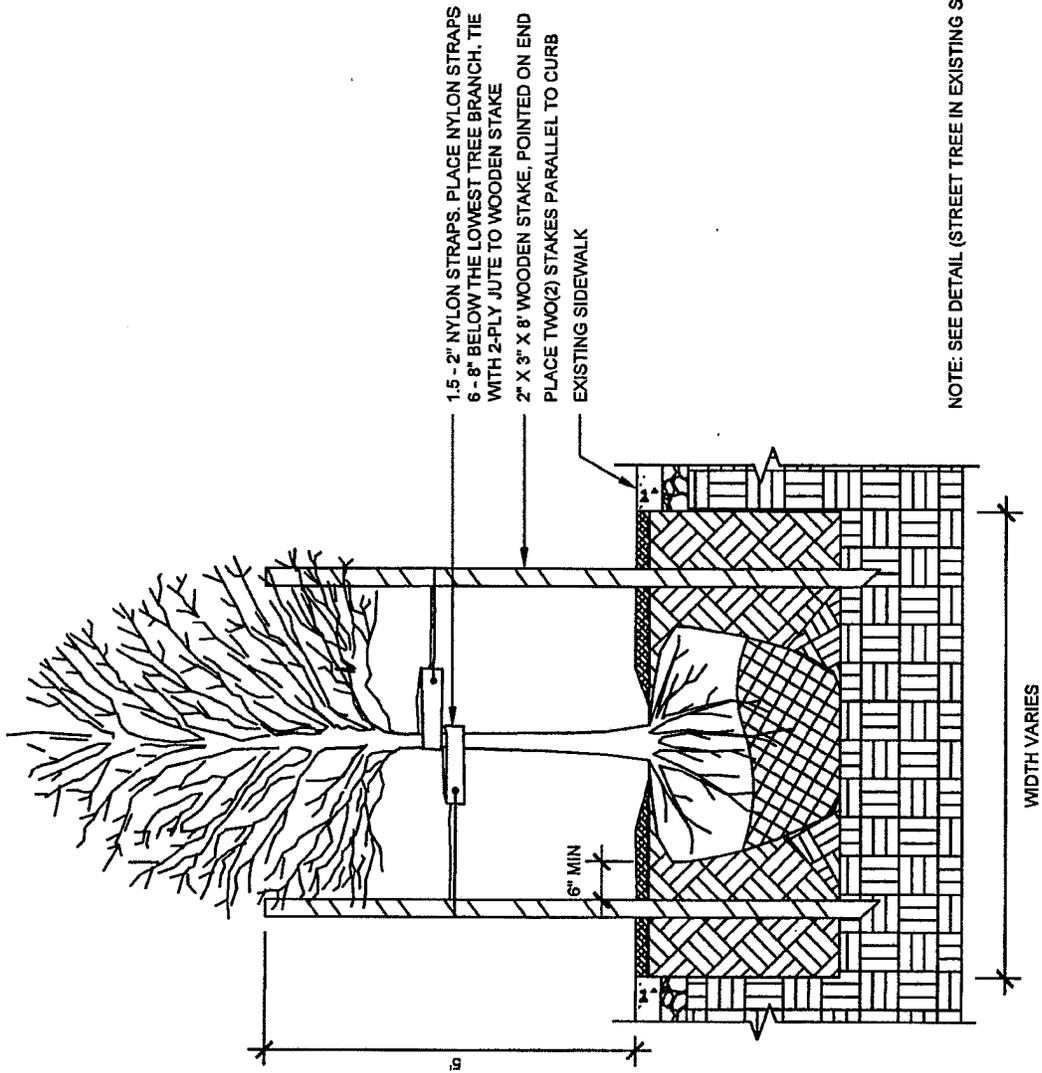
TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT. EXISTING SIDEWALK

NOTES:

- CONTRACTOR SHALL ENSURE THE HIGHEST TREE ROOT FLARE IS LOCATED PRIOR TO EXCAVATING
- CONTRACTOR SHALL EXCAVATE PIT TO A DEPTH THAT ENSURES THE ROOT FLARE IS TWO (2) INCHES BELOW THE ADJACENT SIDEWALK ELEVATION TO ACCOMMODATE MULCH. TREES PLANTED LOW OR HIGH WILL BE REJECTED
- PRIOR TO PLANTING, THE CONTRACTOR SHALL NOTIFY PPR IF SOIL CONDITIONS ARE DEEMED BY CONTRACTOR DETRIMENTAL TO PLANT GROWTH. UNSUITABLE SOIL SHALL BE REPLACED WITH SPECIFIED PLANTING SOIL.
- CONTRACTOR SHALL VERIFY TREE PIT IS FREE DRAINING AND NOTIFY PPR IF IT IS NOT
- CONTRACTOR SHALL NOTIFY PPR OF BELOW GRADE OBSTRUCTIONS PRIOR TO PLANTING
- THE TRUNK OF THE TREE SHALL NOT BE USED AS A LEVER IN POSITIONING OR MOVING THE TREE
- CONTRACTOR SHALL REMOVE TREE WRAP AND/OR SHIPPING MATERIALS FROM TREE ONCE PLANTING IS COMPLETE
- DO NOT PRUNE THE TREE AT PLANTING, EXCEPT TO REMOVE CO-DOMINANT LEADERS, BROKEN, DEAD OR DAMAGED BRANCHES. PRUNE WITH A CLEAN CUT PER ANSI A300 & ISA (2008) STANDARDS. DO NOT CUT TREE LEADER

**STREET TREE IN EXISTING SIDEWALK**

NTS



NOTE: SEE DETAIL (STREET TREE IN EXISTING SIDEWALK)

**TREE STAKED IN EXISTING SIDEWALK**

NTS

## APPENDIX C

### SPECIFICATIONS

- **Woody Plant Installation**
- **One (1) Year Establishment Period**
- **Planting Soil**

#### I. WOODY PLANT INSTALLATION

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**Adapted from *Principles and Practices of Planting Trees and Shrubs*. Copyright 1997 International Society of Arboriculture. Used with permission.**

1. The Contractor shall provide PPR with a schedule that identifies planting dates and locations. The Contractor shall coordinate pick up of tagged plants at nursery location and transport them to the project site.
2. The Contractor shall refer to the attached (Appendix B) planting details during excavation and installation.
3. **The Contractor shall review and refer to the following specifications during handling and storage AND excavation and installation. PPR reserves the right to reject the plant material or installation if either does not conform to the specifications.**

## **A. Transportation, Handling and On-Site Storage**

- 1) All precautions customary in good trade practice shall be taken in preparing plants for transport. Practices that fail to meet the highest standards will be rejected.
- 2) Plants shall not be pruned prior to delivery.
- 3) Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- 4) Trunks of deciduous trees shall be protected with waxed cardboard or other adequate material, 42" high, to guard against damage during transport and handling.
- 5) During transportation, the Contractor shall exercise care to prevent injury and drying out of the plants. Leaves especially are subject to drying at highway speeds. Contractor shall adequately protect plants during transportation in order to prevent any leaf desiccation.
- 6) All parts of plants shall be securely covered with a tarp or canvas during transport. Plants should arrive with moist but not saturated root systems. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the PPR may reject the injured plants and order them replaced at the Contractor's expense.
- 7) Plants that cannot be installed immediately on delivery may be staged by the contractor at their yard. Plants shall be kept in the shade, well protected with moist wood chips or other acceptable material, and kept well watered. Plants must be protected at all times from sun or drying winds.
- 8) Plants shall be lifted and handled at all times with suitable support to avoid damaging the root ball.

## **B. Excavation of Planting Pits**

- 1) Planting holes within street tree planting pits shall be excavated to the entire width and length of the removed sidewalk section and to a minimum depth of 24". The perpendicular sides of the excavation shall be scarified to eliminate glazing and modify the interface between the existing soil and the planting soil.
- 2) Planting holes within lawn areas shall be excavated two times wider than the diameter of the root ball. The sides of these planting holes shall be sloped and the bottoms horizontal. Lawn tree planting pits shall only be excavated as deep as the root ball measured from bottom of ball to newly exposed root flare and structural root. For all trees, measure depth of ball and depth of hole before setting tree in hole.

- 3) All poor quality subgrade soils or artificial fill, stumps, roots, stones, gravel, rubbish, wood or debris beneath removed sidewalk sections, or in the location of planting pits in lawn areas, shall be removed to a depth of at least 24". The PPR inspector will determine if subgrade materials must be removed or if they are suitable for reuse as backfill.
- 4) All poor quality subgrade materials or artificial fill that is removed from planting pits shall be replaced with the specified planting soil. Any pockets or depressions resulting from the excavation shall be filled with specified planting soil and tamped thoroughly prior to the placement of the tree.
- 5) No existing surface or subsurface construction of any kind should interfere with the placing, planting or maintenance of any tree. Notify PPR immediately if rock, underground construction, tree roots, or other major obstructions are encountered in the excavation of planting pits. If any question in this regard arises, the judgment of the PPR is final.
- 6) Test planting hole to check rate of drainage. Planting hole shall be freely draining before planting i.e. when planting hole is filled with water, hole drains within 2 hours. If planting hole is not freely draining, notify PPR and submit alternative method of drainage for approval.
- 7) All poor quality subgrade materials shall be removed from the area and disposed of legally.
- 8) Planting holes and tree pits shall not be left uncovered or unprotected either during the day or during overnight hours.

### C. Planting Operations

1. Trees planted in lawns shall be installed so that the root flare and 1st root of 1" or larger exposed are at grade.
2. Trees planted in sidewalk cuts shall be installed so that the root flare is approximately 2" below the level of the adjacent sidewalk to allow for the application of 2" of hardwood mulch
3. Plants must be set plumb and braced in position until soil has been placed around the ball and roots. **The trunk of the tree shall not be used as a lever in positioning or moving the tree.** The Contractor shall take care not to crack or loosen the ball during planting.

4. After the B&B tree has been set, contractor is required to entirely remove ropes, strings and burlap from the top two-thirds of the root ball. Contractor is required to remove the top two-thirds of the wire basket before backfilling. The Contractor shall not fold back burlap or wire cage. Cut away burlap and cage and discard all debris off site.
5. Backfill with existing soil, if deemed suitable by PPR, in six (6) inch lifts to avoid injury to roots and to fill all voids. Firmly tamp each lift with foot to prevent settlement. If soil is not deemed suitable, tree pits shall be backfilled with the specified Planting Soil.
6. Basins are to be formed around all lawn trees planted. Basins are to be formed around the trunk at a distance such that the inside edge of the raised soil ring corresponds to the outside diameter of the root ball. The edge of the basin shall be a raised ring of soil, 3" high. If the planting hole is located on a slope, soil rings need only to be placed on downhill side to sufficiently retain water within the basin.
- 8) Plants are to be mulched, staked and thoroughly watered immediately after planting. Open ended hoses are not permitted; hoses must be fitted with watering wand. See specifications included entitled, Mulching, Tree Staking and Watering.
- 9) Any excess soil, debris, or trimmings shall be removed from the planting site immediately upon completion of each planting operation.
- 10) Any lawn area around newly planted trees shall be raked to ensure any loose debris (stones, grass sods, soil, etc) is gathered and removed from site.
- 11) No planting pits may remain unplanted at the end of each working day. Any unplanted holes must be refilled and redug the next day. Temporary covering of planting pits will not be allowed. No additional payment will be provided to fill and re-dig planting pits.
- 12) All removed impervious surfaces, excavated material, including unsuitable fill, gravel, stumps or stump grindings, debris, and etc. is to be disposed of properly at an offsite location.
- 13) The contractor shall protect all utilities, vegetation and structures during work.

### **Acceptance**

- 1) The Contractor shall notify the PPR upon completion of planting work. The PPR shall inspect all work including pavement cutting, removal of unacceptable fill, planting soil placement, achieving proper planting depth, mulching and staking for acceptance within five working days.

- 2) Acceptance of plants by the PPR shall be for general conformance to specified size, character and quality and shall not relieve the Contractor of responsibility for full conformance to the contract documents, including correct genus, species and cultivar. If it is found, within one year, that plant does not meet specified species or cultivar, PPR may request a replacement of correct designation. Contractor shall replace the plant at his expense.
- 3) If replacements are necessary in the judgment of the PPR, reinspection and acceptance of replacements shall occur within five working days.

## **II. One (1)-YEAR ESTABLISHMENT PERIOD**

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### **General**

Commencement of the 1-year establishment period shall begin immediately after initial acceptance. The contractor shall be responsible for the care and oversight of all newly planted trees. This work shall include but is not limited to: watering, hand-weeding, mulching, pruning, and maintenance of stakes and wires. If necessary, the contractor is also responsible for resetting plants to proper grades and upright positions and restoration of the planting saucer.

Plants shall be protected at all times against damage of any kind for the duration of the maintenance period. If any plants become damaged or injured, they shall be replaced as directed by PPR at no additional cost to the owner.

The cost to implement the various tasks included in the 1-year establishment period includes mulching, weeding, watering, and pruning, inclusive. At the end of the establishment period, the contractor shall also be responsible for removing the guys, wires and stakes.

Specifications for operations during the 1-year establishment period are as follow.

The Contractor shall notify PPR 48 hours prior to any mulching, weeding, staking, pruning or trimming operations.

### **Mulch Application**

1. All planted trees shall receive mulch.
2. Double shredded, well composted hardwood bark mulch, shall be used for all street trees and lawn trees.
3. Post consumer materials that include chromated copper arsenate (CCA) shall not be permitted.

4. Particle size shall be 2" or less with 25% or less over this size. Fines shall comprise no more than 30%.
5. Mulch shall be free of weeds, rhizomes, rocks, pebbles, glass, plastic, debris and seeds. Black Walnut and Cedar mulch shall not be used.
6. Before adding new mulch, existing mulch shall be loosened with a hard steel rake to aerate, improve water permeability, and present a consistent surface appearance.
7. Mulch shall be applied manually. No power machinery shall be used in the application process.
8. Spread mulch to a total uniform depth of 2 inches. Total depth of mulch to include new and old (existing) applications. If 2 inches of mulch is existing, PPR may direct a minimal surface application with new mulch to freshen appearance.
9. A 10 inch diameter area from base of tree trunk shall have a maximum mulch cover of less than one inch.
10. Trees in lawn will have a 6-foot diameter of mulch surrounding the tree unless otherwise directed by the PPR.

### **Weeding Operations**

1. All tree rings shall be kept free from weeds at all times.
2. A foreman shall be on site during all weeding operations.
3. The Contractor shall perform manual weeding once a month during April, May and June; for the remainder of the year, the need for weeding shall be discussed with PPR prior to the operation.
4. All weeding shall be performed manually; herbicides and weed whips/wackers may not be used
5. The Contractor shall notify PPR 48 hours prior to schedule all weeding operations. Contractor shall also notify Project Manager when operations are complete.

## A. MANUAL WEEDING

- 1) The entire root system of weeds must be removed as well as the top growth. All weed debris must be removed from site.
- 2) A garden spade, small shovel, or other tool designed to remove weeds shall be used to loosen the soil prior to removing the weeds manually.
- 3) Care must be used to avoid cutting irrigation lines, if present, when performing this task. If lines are cut, they must be repaired immediately at the contractor's expense.

## Watering Operations

### General

Recently planted trees rely heavily on root ball soil moisture throughout the first growing season. However, the root ball supplies only a small percentage of the soil moisture relative to the transpiration demands of the tree. Adequate watering of the root ball is the most important maintenance practice in order to ensure establishment of newly planted trees. In temperate climates, it may take 4-5 months before sufficient roots grow beyond the extent of the root ball to supply significant additional soil moisture. Failure to provide adequate water prevents root growth. If root growth is allowed to stop for long periods it may interrupt establishment.

1. The Contractor shall water plants at the request of the PPR or as scheduled. Watering shall supplement weekly rainfall. Rainfall will not supplant the requirement to perform watering.
2. The watering schedule shall be at least once per week during June, July and August and twice during the month of September during the 1 year establishment period. The PPR may request that additional watering be performed (at no additional charge) if weather conditions warrant the need.
3. The objective of watering is to deliver water to the root zone. Foliar applications are **not** acceptable. Water runoff is not acceptable. If water is running off rather than penetrating soil surface, reduce water pressure.
4. Watering shall consist of the placement of at least 20 gallons of water per tree per watering episode; however, site conditions will vary. Therefore, within 24 hours, water shall penetrate to at least a 12" depth for all planted trees. The Contractor shall confirm that watering operations are meeting this target depth.
5. The Contractor is responsible for coordinating hydrant use which includes obtaining hydrant permit(s), acquiring and using a backflow preventer, and requesting access to capped hydrants through the appropriate City agency.

6. Watering shall be completed using the most efficient and cost effective method possible for each site. The following methods are acceptable.
  - a) Hydrant with hose:  
When possible, a hydrant shall be used instead of tank truck. The Contractor shall use the hydrant closest to watering site. Use of an approved backflow preventer and watering wand (see below) is required.
  - b) Watering wand and hose:  
A single setting watering wand is required to disperse the water stream, reduce water pressure and to deliver water evenly to the base of the plants. Watering wands with multiple settings are not acceptable.
  - c) Deep watering probe/liquid feeding needle (for watering trees ):  
Use as many injection sites as necessary within root zone to evenly saturate soil to a depth of 18” for trees in pits and 4” for trees in lawn. Injection sites should be at least 6” from trunk of tree. Care must be taken to minimize root damage.
  - d) Truck with water tank and pump:  
The water tank must be clean and the pump must be in good working condition, without leaking connections. Tanks previously used for hydroseeding and/or herbicide application are strictly prohibited. The truck must remain on paved areas at all times. The hose must accommodate distance from truck to watering location. A watering wand is required at the end of the hose.
  - e) Gator Bags:  
If drainage holes are blocked, contractor is responsible to clean bag or replace at the Contractor’s expense. Fill the bag to capacity. A properly functioning Gator Bag should drain within 8 hours. Gator bag may remain on tree while watering operations are required. Gator bags shall be removed at the end of growing season.
7. All watering equipment must be clean, free of leaks and in good working condition.
8. Follow all drought restrictions when in effect.
9. The Contractor must follow all regulations to avoid harm to people and/or damage to property.
10. PPR shall assess liquidated damages if watering is not performed according to this specification or as additionally requested by the PPR.
  - a. The contractor must provide the PPR with their watering schedule for the months of June, July, August and September during the 1-year establishment period

- b. The PPR will perform inspections based on this schedule in order to ensure that watering has been performed according to the schedule.
- c. The contractor must notify the PPR as soon as possible of any necessary changes to the watering schedule.
- d. PPR will perform site inspections within 24 hours after the scheduled watering.
- e. If PPR determines that watering is not being performed according to schedule or as additionally requested, liquidated damages of \$50.00 for each tree, for each incident will be assessed.
- f. PPR will notify the contractor of any liquidated damages that are to be assessed. All liquidated damage assessments will be documented.

### **Pruning Operations**

1. The Contractor shall prune specific woody plants at the request of the PPR or as scheduled.
2. The Contractor's foreman shall be on site to oversee all pruning work.
3. Pruning cuts are to be clean and smooth with no rough or torn wood or bark remaining.
4. The Contractor shall follow *ANSI Pruning Standards A300*, and work shall be performed in accordance with *ANSI Z133.1 Safety Standards*. Pruning shall be in accordance with ISA's *Best Management Practices for Tree Pruning*. Copies of the ANSI standards can be ordered from [www.isa-arbor.com](http://www.isa-arbor.com)
5. Pruning cuts shall be made at the branch collar leaving no stubs. Do not remove branch collar. Flush cuts are unacceptable.
6. The Contractor shall use clean, sharp pruning tools with metal cutting blades. When pruning diseased wood, contractor shall dip tools in a disinfectant such as rubbing alcohol or a 10% bleach water solution between pruning cuts.
7. The Contractor shall have available at the site a hand pruner, lopper, hand saw and pole saw at all times.
8. Use of gas-powered pole saw is not permitted.
9. Dispose of any debris generated during pruning operations in accordance with all applicable regulations. The debris shall be removed from the project site as part of these operations.

10. The following standard practices for pruning shall be implemented on a project specific basis:

#### A. TREE PRUNING STANDARD PRACTICES

- 1) Structural (young to medium aged trees)
  - a) Structural pruning shall consist of establishing a dominant leader (depending on tree species), determining permanent scaffold branch pattern, and reducing and/or removing competing branches. The guide for this pruning can be found in an ISA article from April 2001 entitled "Training Young Trees for Structure and Form" by L.R. Costello.
- 2) Cleaning
  - a) Cleaning shall consist of selective pruning to remove dead, diseased, and broken branches.
  - b) Location and size of branches to be removed shall be specified by PPR prior to pruning operations.
- 3) Raising (Elevate crown)
  - a) Raising shall consist of selective pruning to provide vertical clearance.
  - b) Height of vertical clearance shall be specified by PPR prior to pruning operations.
  - c) Location and size of branches to be removed shall be specified by PPR prior to pruning operations.

### **III PLANTING SOIL**

Under this item the contractor shall supply and install suitable planting soil which will be the backfill soil used within all street tree planting pits.

#### **MATERIALS:**

Planting Soil for planting pits shall not be topsoil material harvested from offsite areas. Planting soil shall be a manufactured soil material meeting the requirements of this specification. The Contractor shall submit a written certification on company letterhead indicating compliance with these requirements, soil testing results, and shall provide the soil supplier name, address, phone number and soil source location for purposes of verification.

Suggested suppliers of manufactured soils in the Philadelphia region are:

- Green Pro Materials, Bridgewater, NJ
- US Silica, Mauricetown, NJ
- Davisson Golf, Inc., Hanover, MD

A manufactured soil is a mixture of materials comprised of a mineral (soil) component that by itself does not exhibit the properties and characteristics of the planting soil; a possible secondary mineral soil component, an organic amendment component consisting of well decomposed organic matter; and amendment(s), such as limestone or sulfur that, when combined together, meet the requirements for the planting soil.

Planting Soil shall be free from refuse, material toxic or otherwise deleterious to plant growth, seeds or other viable propagules of invasive plants, woody vegetation and stumps, roots, brush, stones, clay lumps, sods, herbaceous matter, or any other undesirable material. Soil obtained from screening of construction debris shall not be permitted. No soil shall be delivered in a frozen or muddy condition.

Planting Soil shall meet the following requirements:

The Planting Soil shall contain no less than 60% medium to coarse sand by weight and shall include a combined total of no more than 18% silt and/or clay, with neither greater than 12%. No more than 10% of the sample shall be gravel (>2.0 mm diameter particles.)

The material shall comply with the following sieve analysis:

- 100% passing the #4 sieve
- 90-100% passing the #10 sieve
- <40% passing the #60 sieve
- <18% passing the #270 sieve

Planting Soil shall contain no less than 1% and no more than 3 percent organic matter as determined by loss on ignition of moisture-free samples.

pH range shall be 5.5 to 6.8, inclusive.

Soil salinity by the electrical conductivity method shall not exceed 0.50 mmh/cm millimhos per centimeter.

Organic Amendment - The organic amendment shall be a material that meets the US Environmental Protection Agency's criteria for "exceptional quality". The composted soil amendment organic matter shall have the following criteria:

Criteria	Test Method	Acceptable Range
Type		brewer's waste, or leaf mulches are acceptable. Composted municipal waste (chipped, shredded and screened wood, leaves, bark, etc.) alone is not acceptable unless it meets all of the criteria noted
Maturity	Odor Test	No Ammonia or sulfur smells. Should smell of rich earth in the fall
Carbon/Nitrogen Ratio		11:1 – 22:1
Foreign Material	Dry wt.	< 1" dia. And < 2% (of total)
Organic Matter %	Dry wt.	25 – 55%
Reaction	1:1 water	5.5 – 7.0
Ammonium-N	extract	< 200 ppm
Salinity	1:1 paste	< 1.5 mS/cm

**TESTING PROTOCOLS:** Soil testing protocols shall be as follows:

1. Texture Analysis:
  - a. A wet sieve analysis such as ASTM F1632 or Methods of Soil Analysis shall be used on the sample as specified by the USDA textural classification system. The hydrometer method shall be used to determine percentage of silt and clay.
  - b. Soil texture shall be reported in accordance with the following particle sizes:

USDA Particle Size Class	Diameter Range, mm	U.S. Standard Sieve Size (No.)
Fine Gravel or coarser	>2.00	10
Very Coarse Sand	2.00 to 1.00	18
Coarse Sand	1.00-0.50	35
Medium Sand	0.50-0.25	60
Fine Sand	0.25-0.10	140
Very Fine Sand	0.10-0.05	270
Silt	0.05-0.002	--
Clay	<.002	--

2. Organic Content: American Society of Agronomy, Methods of Soil Analysis, Part 2 or Organic Matter by loss of weight on ignition, as described in Northeastern Regional Publication No. 493, p. 59 or ASTM F 1647-02a

3. Reaction (pH): D4972-01 Standard Test Method For pH of Soils. 1:1 soil/water method
4. Nutrient Content: Analyses by Association of Official Agricultural Chemists (AOAC) Official Methods of Analysis or equivalent.
5. Soluble Salt Content: American Society of Agronomy, Methods of Soil Analysis, Part 2, 1986 or by the 1:2 (v:v) soil:water Extract Method as described in Northeastern Regional Publication No. 493, p. 74. 1:2 soil/water method
6. Soil Organic Amendment test using Penn State's Agricultural Analytical Services Lab Compost Test 1B or equivalent.

The Contractor may amend soil with approved materials and by approved methods to meet the above specifications.

**SOIL TESTING:** Planting Soil shall be tested prior to delivery to the site. Soil shall be tested as described above at a rate of one test per 100 cubic yards with no fewer than one test per site where soil is manufactured/stockpiled. Soil test results shall be provided to the PPR for review and approval prior to delivery and use.

The soil testing lab shall be an approved agricultural testing lab experienced in the testing requirements indicated.

Acceptable testing labs include but are not limited to :

- A. Penn State Univ., Agricultural Analytical Services Laboratory  
Tower Road, University Park, PA 16802
- B. Rutgers Soil Testing Laboratory, Rutgers, the State University of NJ  
57 US Highway 1, New Brunswick NJ 08901-8554  
Phone: 732-932-9295
- C. Soil Mechanics, Seaford, NY
- D. Approved Equal.

### **INCORPORATION OF ORGANIC AMENDMENT**

A well decomposed organic amendment shall also be added to the surface of the planting pits following installation of the planted trees, Approximately 2" of organic amendment shall be spread on the surface. This organic amendment shall be thoroughly worked into the upper six (6) inches of the planting soil The organic amendment shall be placed following tree planting and precautions shall be taken while incorporating so as not to damage the planted tree root ball.

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 Office of Economic Opportunity Participation is required be sure to fill out all appropriate forms. If you have questions call OEO 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**

Revised 09/08



# 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, 2010 – June 30, 2012

**(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, 2010 to June 30, 2012**, 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**" **2010–2012** 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 7/1/10 to 6/30/12  
**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)



# 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.

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

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

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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.

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

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

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

**29. PHILADELPHIA 21<sup>ST</sup> CENTURY MINIMUM WAGE STANDARD.** If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. 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 Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

**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)