

## BID OPENING DATE AND TIME

**ON: December 7, 2006**

**AT: 10:30 A.M.**

<b>BID NO.</b>  <b>S7D01790</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>49</b>	<b>INVITATION AND BID ADVERTISED</b>	<b>BIDDER MUST COMPLETE BELOW</b>
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO  <b>CITY OF PHILADELPHIA</b> <b>PROCUREMENT DEPARTMENT</b> MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNING BIDS WILL NOT BE ACCEPTED.
DEPARTMENT <b>Water</b>	DIVISION		NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			<b>BUYER:</b> <b>A. Dennis</b>

**TITLE OF BID**                      **Pennsylvania Farmland Application of Biosolids**

### Minority Business Enterprise Council – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

#### **Participation Ranges**

M-BE:	<u>10%</u>	to	<u>15%</u>
W-BE:	<u>5%</u>	to	<u>10%</u>
DS-BE:	<u>0%</u>	to	<u>0%</u>

**Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Minority Business Enterprise Committee office at (215) 686- 6232.**

### BID QUESTIONS

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

**For City Use Only**

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

**CITY OF PHILADELPHIA  
MINORITY BUSINESS ENTERPRISE COUNCIL  
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED  
BUSINESS ENTERPRISES**

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

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

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

Bidder hereby verifies that all forms, information and documentation submitted to the MBEC 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.

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

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

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

## **Anti-Discrimination Policy**

whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

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

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

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

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

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

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

### **A. RESPONSIVENESS**

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that

## Anti-Discrimination Policy

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

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

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes. The bidder's listing of a commitment with a M/W/DSBE constitutes a representation that the bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the MBEC, 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 Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. MBEC will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

## Anti-Discrimination Policy

- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the MBEC that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

a. The bidder's documentary evidence will be reviewed by the MBEC 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 MBEC 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. MBEC will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The MBEC will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.
- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. MBEC will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. MBEC will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

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

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

## **Anti-Discrimination Policy**

### **B. RESPONSIBILITY**

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

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 02-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

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

1. The MBEC shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

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

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

### **F. REMEDIES**

## **Anti-Discrimination Policy**

1. The successful bidder's compliance with the requirements of Executive Order 02-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

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

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BID) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprise:</i>				DEPARTMENT OF FINANCE <b>MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)</b>				
<b>BID# AND TITLE -</b>		<i>Name of Bidder</i>		<i>Bid Submission Date</i>				
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.								
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	<b>Work to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s)</b>
Company Name				By Phone	By Mail	Yes (If Yes, give date)      NO		If No Commitment
Address								
Contact Person				<b>Quote Received</b>		<b>Amount Committed To</b>		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	<b>Work to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s)</b>
Company Name				By Phone	By Mail	Yes (If Yes, give date)      NO		If No Commitment
Address								
Contact Person				<b>Quote Received</b>		<b>Amount Committed To</b>		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	<b>Work to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s)</b>
Company Name				By Phone	By Mail	Yes (If Yes, give date)      NO		If No Commitment
Address								
Contact Person				<b>Quote Received</b>		<b>Amount Committed To</b>		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	<b>Work to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s)</b>
Company Name				By Phone	By Mail	Yes (If Yes, give date)      NO		If No Commitment
Address								
Contact Person				<b>Quote Received</b>		<b>Amount Committed To</b>		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		

Rev. (12/2005) JAS

<sup>1</sup> MBE/WBE/DSBEs listed above must be certified by the MBEC prior to proposal submission date.

<sup>2</sup> Failure to give reason may result in rejection of your bid. Use additional pages if necessary.

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		FIRM NAME (Must be filled in)	

**SECTION 1: GENERAL BID SUBMISSION**

**1.1 TITLE: Pennsylvania Farmland Application of Biosolids**

**1.2 CONTRACT TERM: 3/1/07 to 2/29/08** (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.2.1 The City hereby notifies Vendors that the City at present in negotiations with Synagro, Inc., for the comprehensive operation of the City’s biosolids dewatering and processing operations. Should a contract be ultimately reached with Synagro, the City will enter into an Interim Period during which it will assign to Synagro all of its contracts for the utilization of biosolids products including the contract proposed through this bid invitation and bid. At that time, the services called for in this invitation and bid will continue, but with its administration by Synagro.

1.2.2 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.

1.2.3 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

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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 1.2.3, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions of Bidding and Contract.

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

### 1.3 **CONTRACT TYPE: REQUIREMENTS**

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

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

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.

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While the City does not section the payment of tipping fees to farmers, the City acknowledges that, in the situation of temporary storage of biosolids during summer or winter seasons, a reasonable fee may be paid to farmers. Except in this situation, the provision of agronomic consultation, free nutrients, and soil incorporation constitute the compensation due to the receiving landowner.

1.4 **METHODOLOGY OF ACQUISITION: Purchase of Service** only.

1.5 **STATEMENT OF DIRECTION:**

The City of Philadelphia intends to acquire for the Water Department the services of a qualified vendor to apply and incorporate biosolids products on farms in Pennsylvania and to acquire in the City's name additional application sites.

1.6 **BID SECURITY**

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

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

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

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

1.6.3 **Bids Opening July 1, 2006 through June 30, 2008**

Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2006 - June 30, 2008)** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check must be submitted, under separate cover, to the Bid Unit Supervisor. The check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order 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

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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.

- 1.6.4 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 8 entitled "Bid Security," of the "Terms and Conditions of Bidding and Contract".

**1.7 BID INFORMATION:**

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

The City shall not be responsible for any instructions, explanations, or interpretations of these bid specifications that are furnished to bidders in any manner other than in a written addendum. Information provided verbally by any City official shall not be binding or relevant.

**1.8 BID SUBMISSION:**

- 1.8.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.8.2 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.8.3 Pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.4 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid. A bid submitted with counter terms and conditions **WILL** be disqualified.
- 1.8.5 Bidders Qualification Statements as described in 1.10 must be submitted with their bid.
- 1.8.6 Information provided verbally by any City official shall not be binding or relevant.

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1.8.7 **CONTACT PERSON(S):**

**PRE-AWARD:**

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

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

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

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

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

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

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

**Vendor Web 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 \_\_\_\_\_

**Vendor Web Address:** \_\_\_\_\_

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- 1.8.8 Bidder agrees that any list or other literature to be submitted with the bid is for verification of cost, product or specifications only. Any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.
- 1.8.9 All bids submitted where the bid total is greater than \$25,000 must 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 17 of the “Terms and Conditions of Bidding and Contract”.
- 1.8.10 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

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

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

- 1.8.11 In accordance with the City of Philadelphia's “Regulations Relating to Local Bidding Preferences for Procurement Contracts”, this bid may be subject to a 5% local bid preference. **In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified at the time of the bid opening and should submit the Local Business Entity (LBE) certification number as issued by the Procurement Department.**

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

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

LBE Certification Number(s)\_\_\_\_\_

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

**NOTE: IF you wish to apply for Local Business Entity (LBE) certification, go to [www.phil.gov/bids](http://www.phil.gov/bids).**

1.8.12

**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.**

1.9 **CUSTOMER REFERENCES:**

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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.

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

**SECTION 1:**

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

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

**SECTION 2:**

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

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

**1.10 BIDDERS QUALIFICATIONS:**

1.10.1 The successful bidder's firm must have experience performing the type of

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work or similar types of work specified in this specification and bid. To demonstrate their qualifications, bidders must submit the following information with their bid.

Bidders will be required to show that they are responsible and capable of performing the work to be done under this Contract and that they have successfully completed contracts or projects equivalent in magnitude. Each bidder must submit with its bid a statement, described fully below, of: facilities and equipment; personnel and subcontractors; relevant experience, compliance history; standard operation procedures; nuisance mitigation plan; and, spill clean-up plan. In addition, each bidder must demonstrate it is capable of assembling and submitting to PADEP applications for the agricultural utilization of biosolids products on suitable sites as per PADEP rules, regulations and general permit requirements. Proof of this capability may take the form of other permit applications previously submitted by bidder and/or a listing of personnel employed by bidder or subcontracted personnel. Resumes must be included with this submission. This statement is for the purpose of determining the bidder's qualifications and responsibility. Should all or part of the information be omitted or refused to be given, or should it, in the judgment of the Procurement Commissioner, taking into consideration recommendations of the Water Commissioner reveal that the Prospective Bidder is not sufficiently equipped or qualified to enter into or perform the said Contract, bid will be disqualified and the Procurement Department will notify the bidder to that effect.

## 1.10.2 **FACILITIES AND EQUIPMENT**

1.10.2.1 Each bidder shall submit with his qualification statement all equipment it intends to employ to meet requirements of this bid. The City recommends the following equipment or approved equal to meet the contract goals:

- Four 10 ton spreaders,
- Three incorporation implements.
- Five tractors capable of operating the spreaders and incorporation implements,
- Three loaders, of either backhoe or articulated type, with a minimum 1 cubic yard bucket and 60 horsepower.

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Bidders must submit a list of all equipment owned by the bidder and/or his subcontractor and available for this Contract. If the equipment is owned by subcontractors, the names, addresses and phone numbers of subcontractor must be provided so that equipment availability may be verified.

### 1.10.3 **PERSONNEL AND SUBCONTRACTOR**

- 1.10.3.1 The bidder shall present with his qualification statement a complete list of personnel and subcontractors who will be assigned to do the work described in this bid specification. The educational background and work background must be described for each person who is principal or who will be involved with project management, site supervision, or farmer relations. Subcontractors must be identified, except those performing exclusively transportation services, and resumes must be included for key individuals employed by the subcontractor. Any certifications of professional capabilities or documentation of continuing education relevant to the services requested herein shall be provided. These may include completion of training sessions on nutrient management and land application.
- 1.10.3.2 In presenting a list of personnel and equipment, the bidder may include farmers and their equipment, although the bidder must demonstrate its ability and willingness to ensure compliance by the farmer with performance requirements set forth in these technical specifications.
- 1.10.3.3 The bidder must show in his list of employees the individuals qualified to perform daily site supervision services as stipulated in Section 2.2.1.7 below. The Vendor may not subcontract the supervision responsibility to others.
- 1.10.3.4 The roles and responsibilities of all personnel and subcontractors shall be described.

### 1.10.5 **RELEVANT EXPERIENCE**

The bidder must submit with his qualification statement descriptions of projects successfully undertaken by the bidder or his subcontractors that

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resembles the work required by this bid specification. Names and addresses of clients who have been or who are being served by the bidder or by his subcontractors shall be provided, together with a phone number for a contact person familiar with the bidder's work.

## 1.10.6 **COMPLIANCE HISTORY**

### 1.10.6.1 **Qualification Statement**

The bidder must submit with the qualification statement exact and complete copies of the Compliance History statement (Form C) required by Pennsylvania Department of Environmental Protection (PADEP) in its Municipal Waste Management Regulations. Histories must be provided for principal subcontractors providing land application services, as appropriate.

### 1.10.6.2 **Standard operating Procedures**

The bidder must submit a description of its existing Standard Operating Procedures for operational control /monitoring and measurement for the biosolids management activities covered under this Contract.

## 1.10.7 **EMERGENCY SPILL CLEAN-UP PLAN**

1.10.7.1 The bidder shall submit with his qualification statement a plan for clean-up should any truck spill its contents, in whole or in part, on any public road. The bidder must describe steps that will be taken in the event of a spill on state or non-state routes within two (2) hours of a spill incident on local routes. Any subcontractor proposed to be used by the bidder in emergency clean-up efforts must be identified and its willingness to undertake this work demonstrated. This plan will be made the basis for evaluating the Vendor's performance under this Contract in the event of a spill.

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1.10.8 **NUISANCE MITIGATION PLAN**

1.10.8.1 The bidder shall submit with its qualification statement a plan for mitigating nuisances associated with handling of biosolids products. Specifically, the bidder must address how bidder will minimize odors. The bidder shall submit a plan for suppressing odors in the event that biosolids cannot be incorporated the same day it is delivered to a farm site, including equipment and materials intended to be used under 2.1.2 below. The bidder shall also describe, as appropriate, information in his plan on vehicle cleaning, hours of operation and control of public access, as may be necessary to fully describe nuisance mitigation. This plan will be made the basis for evaluating the Vendor's performance under this contract in the event of an odor nuisance complaint, per Section 2.2.3.3.6 below. The Nuisance Mitigation Plan shall include standard operating procedures for mitigating odors as well as for tracing and responding to complaints and inquires received from interested parties and communicating them to the City of Philadelphia Water Department.

1.10.9 **SITE ACQUISITION PLAN**

1.10.9.1 Bidder shall submit with its bid package a plan for acquiring new agricultural biosolids application sites. Included in this plan must be information regarding the bidder's site selection method and public relations plan.

**SECTION 2: ITEM REQUIREMENTS AND SPECIFICATIONS**

2.1 The Successful bidder shall be required to provide the City of Philadelphia's **Water Department Biosolid Recycling Center** with **PENNSYLVANIA FARMLAND APPLICATION OF BIOSOLIDS** as specified in this Invitation and Bid.

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**PART A: PROJECT DESCRIPTION  
EQUIPMENT REQUIREMENTS & SPECIFICATIONS**

**2.1.1 INTRODUCTION**

The Procurement Commissioner invites bids from qualified bidders to provide all equipment, labor and services for the purposes of transporting applying the City of Philadelphia's biosolids based products (also known as sewage sludge) to agricultural lands in Southeastern Pennsylvania and acquiring additional agricultural acreage for biosolids application according to the Schedule in Section 2.1.2. This is a Requirements Contract whereby the Vendor must be capable of handling a minimum of 35,000 tons per year of biosolids products, in a manner approved by the Philadelphia Water Department and the PADEP. However, a minimum is not guaranteed.

The Philadelphia Water Department has operated land application of biosolids to farmlands for 20 years. Biosolids has been utilized in Lancaster County, York, Berks and Lebanon Counties. Nearly 38 farms sites with a combined acreage of approximately 2,340 acres are currently approved by PADEP for biosolids utilization.

It is the expectation of the Department that the Vendor will increase the inventory of farmlands to which biosolids can be applied through registrations of lands under the General Permit program instituted by the PADEP.

The services required for agricultural use of the City's biosolids-based products include, but are not limited to, hauling products to sites approved by the City, application of the products at rates approved by PADEP, and the incorporation of the products with tillage equipment, and performance of all aspects of environmental monitoring as may be determined by PADEP or requested by the City. Services also include the placement of biosolids in temporary storage berms, utilizing state-of-art procedures for preventing water runoff and odor nuisances.

The City expects the Vendor to serve the needs of the farmer. The City expects, thereby, the Vendor to remove biosolids at such rate and schedule approved by the City as will best serve farms currently in the City's program and farms that will be acquired on the City's behalf by the Vendor.

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The City anticipates that the Vendor will operate throughout fall and spring seasons, except for days of inclement weather. The City further anticipates that the Vendor will remove biosolids in summer and winter and to place biosolids in temporary storage during non-agronomic seasons, for subsequent spreading and incorporation. It is the City's specific direction that the Vendor not cause adverse environmental effects, such as soil compaction, unsightly storage piles, releases of biosolids-carrying storm water, and avoidable odor nuisances, and such effects not consonant with good management practices.

**2.1.2 CONTRACT BIOSOLIDS APPLICATION**

During the first annual contract period, the Water Department anticipates that the Vendor will use in its operation 35,000 tons of biosolids cake. The goal of the City is to expand the agricultural utilization program from the current level of approximately 35,000 tons per year to the level of 50,000 tons per year over the next three years. The Water Department currently holds PADEP permits for agricultural utilization of biosolids, with a combined area of approximately 2,340 acres approved for biosolids application located primarily 50 to 100 miles from the loading site at the Biosolids Recycling Center. The Department represents this inventory of lands as more than sufficient to meet the anticipated 35,000 tons delivery. In addition, under Section 2.2.6, Vendor is required to acquire additional permitted agricultural utilization sites on the behalf of the City to which the application of City biosolids products will enable the Contractor to expand the quantity of biosolids utilized under this Contract.

A list of the approved Farm Lands for Biosolids Applications is Provided in Exhibit A of this Invitation and Bid.

**2.1.3 FAILURE TO OBTAIN APPLICATION APPROVALS**

Failure to timely secure necessary application approvals for additional acreages as required by these bid specifications shall be deemed to be a default under this contract entitling the City to all rights and remedies as described in the attached "Service Contract", unless such failure arises out of causes beyond the control and with the fault or negligence of Contractor. In the event that the failure to secure the

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required permits arises out of causes beyond the control and without the fault or negligence of Contractor, Contractor shall not be considered in default by the City; however, the City may, at its sole option, terminate this contract without penalty, cost or liability to either party upon thirty (30) days written notice to Contractor.

**2.1.4 CONFORMANCE WITH ALL LAWS, REGULATIONS, ETC.**

Contractor shall perform all of its obligations hereunder in accordance with any and all requirements of the constituted public authorities and all federal, state or local laws or ordinances, and the applicable rules, regulations, methods, and procedures of all governmental boards, bureaus, offices, commissions and other agencies now or hereafter in effect.

**2.1.5 BIOSOLIDS LOADING PROVISIONS**

The Vendor will receive biosolids products at the Biosolids Recycling Center (BRC), Monday to Friday 6:30 a.m. to 3:30 p.m. as per the BRC’s Standard Operating Procedures for biosolids loading. Except upon prior approval of the Plant Operations Supervisor, no biosolids products will be loaded on Vendor trucks during periods of rain or snow. Saturday and/or holiday loading may occasionally be offered by the City; and, will be at the sole discretion of the City. This discretion also applies to any additional hours of scale operation. All Saturday and holiday loading will be limited to 6:30 a.m. to 1:30 p.m.

The following break or shift change periods are observed at BRC, and the ability of the Vendor to be loaded during these periods is thereby affected: 8:30 a.m. to 9:00 a.m., 11:30 a.m. to 12:30 p.m., and 1:30 p.m. to 2:30 p.m. To help assure prompt loading, the Vendor is urged to schedule truck arrivals accordingly.

**2.1.6 BIOSOLIDS AVAILABILITY**

The BRC is allowed, by regulation, and its standard operating procedures, no more than 7 days storage capacity for its biosolids cake. For that reason, the City operates under constraints in the rates of biosolids it can provide. Vendor must make every effort and establish SOPs to manage its program to meet planned removal schedules and to keep the Plant Operations Supervisor informed on a regular basis of any and all changes to the planned schedule. The City will not ensure to the Vendor that quantities of biosolids rescheduled by Vendor due to problems of weather, equipment availability, etc., will be available for delivery during subsequent days, weeks or seasons.

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## **PART B: WORK DESCRIPTION**

### **2.2 PLANNING OPERATIONS**

The Vendor shall establish a standard operating procedure for planning biosolids land application activities. The procedures will address interactions with PWD including required attendance at least two pre-operational meetings with the Water Department, scheduled before each of the spring and fall application seasons, to discuss operational plans for the upcoming season. This shall include a nutrient balance for each farm, showing field loading rates for upcoming application season crops, on which can be based a projection of biosolids use for the season. The spring meeting will be held by mid February for the spring season. Vendor shall provide the Water Department with a tentative operational schedule for March through August at this time. The pre-operational meeting for the fall season will be held by mid August. Vendor shall provide the Water Department a tentative operational schedule for September through December and a list of farmers who were contacted in preparation of the schedule. Summer hay ground applications should be included in the spring operational schedule. Any special arrangements for hay ground biosolids need to be made at earliest possible time, preferably by mid June, to ensure biosolids availability. Also included in both spring and fall operational schedules are plans for temporary stockpiling in storage bins, including the location of such devices and their planned methods of construction.

#### **2.2.1 GENERAL REQUIREMENTS**

2.2.1.1 The Vendor shall meet with participating farmers individually prior to any biosolids application to their farms. Vendor must review with farmers the requirements for biosolids management as stipulated in the General Permit, particularly as it applies to nutrient management and conservation plans. In this meeting, the Vendor shall utilize the land application database Material Manager, insofar as this database allows for prescriptive loading rates based on crop season and past biosolids use.

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- 2.2.1.2 The Vendor shall calculate and present to the farmer total nitrogen, phosphorus and potassium intended to be supplied by the biosolids. This information should determine the need for supplemental fertilizer. Recommendations shall be made by the Vendor based on the farmer's yield goals for the expected crop on each cropping unit approved for biosolids use. The Vendor shall prepare a prescriptive nutrient worksheet based on the use of the land application database Material Manager.
- 2.2.1.3 The Vendor will be required to attend at least two pre-operational meetings with the Water Department, scheduled before each of the spring and fall application seasons, to discuss operational plans for the upcoming season.
- 2.2.1.3.1 Operational Plans shall include a nutrient balance for each farm, showing field loading rates for the upcoming application season, on which can be based a projection of biosolids use for the season. It shall also include a review of the most recent soil pH values for each cropping unit, for the purpose of planning for compliance with regulatory requirements.
- 2.2.1.3.2 The spring meeting will be held by mid February for the spring season. Vendor shall provide the Water Department a tentative operational schedule for March through August at this time. The pre-operational meeting for the fall season will be held by mid August. Vendor shall provide the Water Department a tentative operational schedule for September through December and a list of farmers who were contacted in preparation of the schedule.
- 2.2.1.3.3 For summer hay land applications, special arrangements for delivery of biosolids need to be made at earliest possible time, as described in Section 2.2 and by mid June, to ensure biosolids availability.
- 2.2.1.3.4 The Vendor is directed to use the reporting functions that are part of the Material Manager database to display past land application activities as a guideline for planned activities in subsequent cropping years.
- 2.2.1.4 Vendor shall establish a standard procedure for providing monthly operational plans by the 15<sup>th</sup> of the previous month of planned operations for Water Department review and approval. These plans are understood to be subject to revision and do not bind the Vendor to a specific schedule.

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- 2.2.1.5 The Vendor's standard procedures shall include a weekly operations schedule submitted on each Wednesday prior to the following week's operation. The Vendor must notify the Water Department in writing at least 48 hours in advance of planned operations at a farm site/sites that were not previously listed on the operations schedules submitted to the City, thereby allowing the City time or a review of the farm prior to the commencement of biosolids applications. The Vendor shall use in its scheduling of operations the database program Material Manager, especially insofar as this database prepares prescriptions for allowable biosolids application rates to cropping units planned for utilization.
- 2.2.1.6 The Vendor's standard procedures shall include provisions for insuring it has sufficient equipment and personnel to work efficiently and to meet monthly schedules.
- 2.2.1.7 The Vendor's standard procedures will include provisions to insure a minimum of one site supervisor available at all times to monitor field operations. The site supervisor shall have a full knowledge of PADEP regulations and general permit requirements and shall have demonstrated successful experience with biosolids application operations. It is preferred that the supervisor shall have university training in an agricultural discipline, or an equivalent combination of education and experience, as approved by the Water Department. The Vendor shall ensure that it has at least one person available at all times which meets the state's training requirements of the General Permit (PAG-08).
- 2.2.1.8 Vendor shall meet the requirement of PADEP that a responsible individual successfully pass a certified training program for biosolids applicers prior to January.
- 2.2.1.9 Vendor will be responsible for preparing PADEP daily log sheets and in submitting, as necessary to meet state requirement, such records to the appropriate officials, which may also include the County Conservation District and the City. The Vendor shall be responsible for maintaining the record of

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daily activities in the database Material Manager that has been implemented by the City, through its contractor Material Matters. This database shall be kept current at all times.

2.2.1.10 During the term of this Contract, the Vendor is responsible for assuring that, in accordance with PADEP regulations, all site management restrictions governing placement of biosolids are met, such as setbacks from property lines and from waterways. Vendor must ensure that biosolids are not applied to lands where root crops or crops that are to be eaten raw by humans are grown or will be grown within 2 years, or where tobacco is grown. Vendor shall also have procedures that ensure that devices constructed for temporary field storage of biosolids during off-season periods remain intact and are not causing releases of odors or runoff. The Vendor's standard procedures must describe how it will consistently meet these requirements, including its procedures for notifying landowners of those obligations that pass to them.

2.2.1.11 Vendor will be responsible for preparing PADEP annual reports in compliance with requirements of the General Permit PAG08-004. The Vendor is advised that the preparation of said reports is a function of the database software Material Manager in use for tracking land application operations.

Annual operating reports are due to PADEP by March 31<sup>st</sup> of each year. Vendor is required to review each annual operating report with the Philadelphia Water Department prior to its submission to the state. This requirement survives in the event that the contract term has ended.

## 2.2.2 **TRANSPORTATION**

The vendor will establish standard procedures for transportation of biosolids that assure it will meet consistently all contract requirements.

2.2.2.1 All dump trucks used in the transportation of biosolids from the Water Department's Biosolids Recycling Center shall have at least a 35 cubic yard minimum load capacity. In addition, all trucks must have positive lock and sealed tail gate and be washed on a routine basis. All trucks carry a copy of the Emergency Spill Plan in its cab. The plan will include all pertinent phone numbers for the driver to make the proper contacts for response. All trucks must have all the necessary signage and placarding required by PennDot particularly for the transportation of municipal solid waste. Additionally, all trucks must have, in addition

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to its two (2) standard tail gate locks, four (4) additional auxiliary tail gate locks. Trucks will have a sealed waterproof tail gate and they will be washed on a routine basis.

All trucks must have waterproof tarp covering every load during the transportation of biosolids product in Pennsylvania. Failure to meet these requirements may be the basis for voiding payment for the load. The City reserves the right to refuse service to any truck that fails to meet any of these standards. Furthermore, in regard to overweight trucks, the City will not pay for any amount hauled over the legal registered weight limit for the truck; and, the City reserves the right to withhold the scale ticket for any overloaded truck.

- 2.2.2.2 Vendor shall provide the City with the transportation route it intends to follow from the BRC to each designated site **PRIOR** to commencement of operations for each site. This route must be approved by the City before any biosolids is transported. Only routes approved by the City may be used by the Vendor in the transport of biosolids.
- 2.2.2.3 Vendor will be responsible for all permits, licenses, tolls and fees associated with the transportation for all biosolids products designated by the City for this program. Vendor is responsible for obeying all laws regarding the transportation of biosolids materials over state, county and local roadways (for example, weight limitations and placarding) and will establish standard procedures for assuring that these requirements are consistently met.
- 2.2.2.4 The Vendor's standard procedures shall require that all trucks used in the transportation of City Biosolids products shall be weighed both in and out at the truck scale located at the BRC. If the Water Department's scale is not in service, the Vendor should have every truck weighed at a certified scale. The City will reimburse the Vendor for the weigh scale cost, when properly documented.
- 2.2.2.5 Vendor shall implement his emergency spill clean-up plan prepared in conformance to Section 1.10.7.1 above, in the event that any truck spills its load on public road. Vendor shall immediately notify State Police or Pennsylvania Department of Transportation if the spill occurs on a state highway. Vendor shall also immediately notify the PADEP.

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The Vendor agrees that a spill occurrence shall void payment for the load, if clean-up is not complete within two hours of a spill incident. The Vendor shall notify the City immediately upon occurrence of the spill and shall keep the City informed of the status of clean-up operations.

2.2.2.6 Vendor's standard procedures for transportation shall address scheduling. Vendor is responsible for establishing a schedule of truck arrivals at the BRC with the Plant Operations Supervisor for the purpose of ensuring coordination of product and equipment availability. All changes to the pre-established schedule shall be made known to the Supervisor at the earliest possible time, by fax or by e-mail.

2.2.3 **APPLICATION AND INCORPORATION**

The Vendor shall establish and maintain standard operating procedures covering land application and incorporation. The standard procedures shall address the following:

2.2.3.1 Prior to the application of biosolids, the Vendor shall be required to measure soil pH of each field to which biosolids is planned for application and ensure that the pH of the soil at each field is a value of 6.0 or greater. The Vendor shall make every effort to work with the landowner to have landowner accomplish liming of soils in which the pH is reported below 6.0. Should Vendor require a lime amendment to fields prior to application for the purpose of meeting permit requirements, then the cost of that application shall be billed as an additional service, so long as prior written approval is received for the service from the City. The Vendor shall utilize the Material Manager database for recording soil pH by fields.

2.2.3.2 Biosolids products shall be applied to the ground surface by means of conventional farm manure spreading equipment or approved equivalent equipment.

2.2.3.2.1 Application rates shall not exceed those determined by the prescriptive loading rate assigned by Material Manager, which reflects consultation with the farmer as part of the nutrient management plan. Neither shall rates exceed these established as maximum rates by PADEP in its guidelines.

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2.2.3.2.2. Rates shall be confirmed by flagging or stacking plots of known acreage within the site boundaries and by applying appropriate total tonnage to each plot as confirmed by net truck weight measurements.

2.2.3.2.3. Vendor shall provide the landowner with advice on the maximum allowable supplemental nitrogen that may be applied to fields in addition to the nitrogen supplied in the biosolids, in accord with the nutrient management plan developed for the site.

2.2.3.2.4. All setback distances from wells, streams, surface waters, occupied dwellings, and flagging or staking prior to application of biosolids products shall mark property boundaries accordingly. If flags and stakes are not in place during City inspection of an operation, the City reserves the right to immediately have work stopped until the deficiency is corrected.

2.2.3.2.5. Vendor shall spread and incorporate biosolids products hauled to a site on the same day the material is hauled, and biosolids shall not be stockpiled at any site overnight, except as noted below in 2.2.3.3. If vendor intends to place biosolids in stockpile for more than 24 hours, the provisions of section 2.2.4 shall apply. An exception to the requirement for incorporation is in the application of biosolids to hay and pasture lands, or to cropping lands identified in the farm Conservation Plan as “no till.”. The Vendor must demonstrate to the City’s satisfaction, prior to biosolids delivery to such fields, that surface runoff and of odor nuisance complaints are manageable.

2.2.3.3 Stockpiling may be permissible under the following conditions.

2.2.3.3.1 Stockpiling will be permissible if inclement weather causes an operational shutdown of a site on the day of hauling.

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- 2.2.3.3.2 Stockpiling will be permitted if the loading of the Vendor's trucks is substantially delayed at the point of loading.
- 2.2.3.3.3 Stockpiling will be permitted if the Vendor's truck is substantially delayed at the point of loading.
- 2.2.3.3.4 Stockpiling will be permitted if the Vendor's equipment fails, causing a temporary shutdown of his operations on the site. The Vendor will make every reasonable effort to have equipment operate within 24 hours of breakdown.
- 2.2.3.3.5 In any event, no more than the amount of biosolids products hauled on the last day prior to situations listed above may be stockpiled. Said stockpile must be spread and incorporated on the next working day, weather permitting.
- 2.2.3.3.6 If biosolids must be stockpiled overnight, the Vendor may be directed by the City to mitigate odor nuisances from the stockpile by applying hydrated lime, wood ash, or an odor-masking agent. The Vendor shall implement that plan for nuisance mitigation control which was provided with the pre-qualification statement, or as may be modified in consultation with the Water Department. This plan will be instituted upon receipt of an odor complaint to the City, to the Vendor, to PADEP or to a local public official and upon direction by the City that odor nuisance controls shall be undertaken. The cost for odor control shall be billed to the City as an additional service only when the odor arises from conditions beyond the control of the Vendor.

**2.2.4 PROCEDURES FOR TEMPORARY STORAGE**

- 2.2.4.1 Temporary Storage Berm Construction  
The Vendor shall utilize the following best management practices (BMP) in the construction of devices for temporary storage of biosolids:

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2.2.4.1.1 Temporary Storage Berms shall be constructed using concrete barriers; strawbale barriers are specifically excluded from use.

2.2.4.1.2 Temporary Storage Berms shall be covered at all times, except when loading/unloading operations are active.

2.2.4.1.3 Run-on and run-off of storm water in contact with biosolids shall be avoided through control measures to divert flows from Temporary Storage Berms.

2.2.4.1.4 Soil erosion around the Temporary Storage Berms will be controlled.

**2.2.4.2 Temporary Storage Management**

The Vendor shall utilize the following best management practices (BMP) in the management of Temporary Storage Berms for of biosolids as listed below. The best management practices must be followed even in the event that the contract term has expired.

2.2.4.2.1 Vendor shall carry out, or, alternatively, may assign to the farm operator, Temporary Storage Management of the biosolids Temporary Storage Berms.

2.2.4.2.2 Vendor or his assign shall cause inspection of temporary Storage Berms at least once per week during times when loading/unloading operations are inactive and during periods when no precipitation has occurred.

2.2.4.2.3 Vendor or his assign shall inspect Temporary Storage Berms before and after loading/unloading events and daily during precipitation events.

2.2.4.2.4 Vendor or his assign shall document Temporary Storage

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concerns (insect activity, odor, material escape, Temporary Storage Berm failure) and advise PWD when such are noted during an inspection.

- 2.2.4.2.5 Vendor or his assign shall document Temporary Storage activity date, personnel and activity (delivery, land application and approximate amounts, i.e. number of loads).
- 2.2.4.2.6 Complaints received by the Vendor or his assign from the farmer, from neighbors, local officials or regulatory inspectors shall be forwarded to PWD within 24 hours of receipt.
- 2.2.4.2.7 If the Temporary Storage Berm is breached, the Vendor or his assign will make his best efforts to contain the breach using available materials and equipment and immediately notify PWD.
- 2.2.4.2.8 Vendor or his assign shall ensure that biosolids is not be exposed to precipitation of any form.
- 2.2.4.2.9 Vendor or his assign shall use good 'housekeeping' practices around the Temporary Storage Berm; specifically, debris, unused items, surplus fill, and such unsightly items, will not be placed at the Temporary Storage berm.
- 2.2.4.2.10 Vendor or his assign will maintain vehicle access to the Temporary Storage Berm at all times.
- 2.2.4.3 The Vendor shall be responsible for regular monitoring of the biosolids to verify and document the physical integrity of the storage device and to document no releases of biosolids or negative environmental effects, specifically odorant releases.
- 2.2.4.4 Due to the extra costs associated with the construction of temporary storage devices and to the costs of double handling of the biosolids, those quantities of biosolids placed in temporary storage may be billed at a price higher than the direct application services, as reflected in the commodity class prices the Vendor shall provide below in Section 5, "Pricing".

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**2.2.5 STANDARD PROCEDURES FOR MONITORING**

Vendor shall provide labor and materials to meet environmental monitoring requirements. The following monitoring tasks are, or may be, required:

**2.2.5.1 Soil Sampling**

Soil samples testing for nutrient, plant available metals, and total metals analyses are only required if directed by the City of Philadelphia, in which case the soil testing service will be an Additional Service, as called for in Paragraph 2.2.12. This provision does not alter the responsibility of the Vendor to ensure that the Soil pH is analyzed for each field scheduled for land application, so as to demonstrate that each field meets pH standards prior to land application. In all cases of sampling, procedures for soil sampling should follow PADEP and USEPA guidelines concerning soil sampling procedures. The Pennsylvania State University Environmental Chemistry and Soil Testing Laboratory shall perform soil analyses.

**2.2.5.2 Biosolids Product Sampling**

Sampling of biosolids from farm sites is only required if directed by the City of Philadelphia, in which case sampling service will be an Additional Service, as called for in Paragraph 2.2.12. In such event, the procedure described below shall be followed:

2.2.5.2.1 The Vendor will prepare a composite sample of biosolids products for analysis by BLS. Samples are to be delivered to the Southwest Lab located at 8200 Enterprise Avenue. Samples are to be delivered within one week of sampling date. Vendor must log in sample delivery in the Biosolids Management Log Book.

2.2.5.2.2 A sample consists of a composite of daily biosolids samples taken from each truck delivery made to a single farm. At the end of a work day, one one-pint composite sample is prepared for each farm to which biosolids cake deliveries have been made that day.

2.2.5.2.3 Vendor will provide necessary equipment to ensure the storage at

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4°C of all biosolids samples until delivery to the Southwest laboratory.

2.2.5.2.4 When the Vendor has completed a biosolids application at a permitted farm site, the Vendor will make a note of this fact in the Biosolids Management Unit log book at the Southwest Laboratory so that BLS knows when to prepare a composite biosolids product sample from the daily samples collected from the farm site.

2.2.5.2.5 The City reserves the right to change the laboratory drop-off location during the term of this contract. The phone number for the Inorganics Lab is (215)685-1434.

#### 2.2.6 **SITE ACQUISITION**

The Vendor will establish standard procedures for site acquisition that meet the following requirements:

2.2.6.1 Vendor will be required to acquire acreage for agricultural utilization of listed Biosolids products. The Vendor is expected to submit for approval for acreage under the PADEP General Permit (PAG-8) for Beneficial Use of Non-Exceptional Quality Sewage Sludge for Land Application. Vendor must submit to PADEP request for approval of no fewer than 500 acres for the agricultural utilization of biosolids by the end of the first contract period.

2.2.6.2 All permit applications and acres submitted must meet PADEP requirements according to the General Permit PAG-08. The acreages applied for must not have received prior biosolids applications (any exception to this must be approved by the City prior to any work for regulatory approval). **Vendor will be responsible for all costs and activities associated with the acquiring additional approved application sites.** All applications must be submitted in the name of the Philadelphia Water Department and receive PWD approval prior to submission to PADEP. **All paperwork pertaining to a site shall be shown to the City in advance of submission to the PADEP.**

2.2.6.3 Vendor shall prepare for each new approved application site the full data requirements of Material Manager for initiating a set of database records for that farm. This includes the history of biosolids application and other residual

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fertilizer sources, as relevant, and information on cropping unit acreage, soil data, crop type, and yield goal.

**2.2.7 PUBLIC RELATIONS**

Due to public concern that occasionally arises with biosolids application projects, the Vendor shall have the capacity to engage in public relations.

2.2.7.1 The Vendor may be called upon, from time to time, to answer inquiries, give presentations and develop reports that enhance this program’s image and increase acceptance of this program.

2.2.7.2 The Vendor shall establish standard procedures for response to inquires/complaints concerning its acquisition of new sites, odor nuisances, and public health concerns, and shall keep a log of all such inquiries and their disposition. This log shall be available for inspection by the City.

2.2.7.3 The Vendor shall forward immediately to the City all inquiries from the news media concerning the utilization of City biosolids under this contract, and should be available to assist the City in responding to media questions.

**2.2.8 REPORTS AND RECORD KEEPING**

The Vendor will also be required to establish standard procedures for reporting and record keeping of its assigned duties under the Contract.

2.2.8.1 The Vendor is required to develop and maintain operational records meeting the requirements of PADEP regulations, as specified in Chapter 271 and in the General Permit, and whatever operational reports may be required under 40 CFR Part 503, Federal Biosolids Use and Disposal Standards. This may require daily operation report submissions to County Conservation Districts, as may be stipulated in General Permit conditions.

2.2.8.2 Vendor will be required to cooperate with the City in its record keeping of land application records as are currently managed through the proprietary data management system, Material Manager. This data management system facilitates the calculation of nutrient application rates by field, and the specification of biosolids application rates will be calculated using the prescriptive function of Material Manager.

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2.2.8.3 At this time, the prescription of application rates is provided by the owner of this software, Material Matters. At such time as the Vendor can demonstrate to the City's satisfaction that the Vendor is capable of operating the Material Manager software, then the function of generating prescriptive loading rates will devolve to the Vendor. Otherwise, the Vendor will be expected to employ the data services of Material Matters, at its own costs.

2.2.8.4 The Material Manager database system prepares ongoing historical records of biosolids use per cropping unit, such as cumulative metal loading rates and residual nutrient loadings. This data accommodates the reporting of activity required by the PADEP General Permit 08, which is required of the Vendor under state regulation in the annual reports.

2.2.8.5 The Vendor is required to prepare PADEP annual operating reports, as stipulated in paragraph 2.2.1.11.

2.2.8.6 The City requires the Vendor to obtain City-sponsored training in the use of Material Manager. Further, the City requires that the Vendor include in its standard operating procedures those practices necessary for regular submission of operations reports from field operation for the maintenance of this database.

2.2.9

**VENDORS RESPONSIBILITY FOR SUBCONTRACTORS**

The Vendor shall be responsible for the performance of subcontractors, including transportation, assuring compliance with all provisions of these specifications. Should a subcontractor fail to perform as required by the specifications, the Vendor shall hire an alternate subcontractor to perform the required service. Subcontractor performing routine biosolids operations will be required to have the standard operating procedures, documentation, document control and record keeping that meet the same requirements set forth for the Contractor.

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2.2.10 **LABOR REQUIREMENTS**

Vendor shall be required to provide qualified operators and supervisory personnel for the performance of work hereunder and shall offer such evidence as is required that all operators meet applicable local, state, and federal regulations. The Vendor shall document roles/responsibilities for all supervisors and staff/subcontractors assigned personnel. The Vendor shall provide its operators and supervisory personnel with regular training on biosolids recycling as offered by professional organizations.

During the period of this contract, the vendors may have newly available to it voluntary training and certification programs, whereby the field and office personnel dealing with biosolids may gain professional credentials for biosolids land application. The City expects that, within one year of such a program being available, that the lead field operator and the person in “responsible charge” both have professional certification.

2.2.11 **RIGHT OF INSPECTION**

City reserves the right to inspect and approve low bidder’s operations, including facilities, supervision, operators and equipment. Inspection shall be made at a location and time specified by the City prior to award. In addition, the City, the City’s authorized agent, and representatives from the governing regulatory agency shall have the right to visit or inspect any site, at any reasonable time, where Philadelphia biosolids have or will be applied. Vendor should be familiar with provisions in the General Permit for the right of entry for inspection reserved by PADEP.

2.2.12 **ADDITIONAL SERVICES**

2.2.12.1 **20540 012**

Due to the nature of the work involved, the City may, to the extent reasonably required, order additional services, equipment, supplies, etc., which are not required by this bid but which, in the opinion of the City, are desirable for proper performance. Contractor agrees to provide these items to the City at no more than 10% above cost. Written authorization from the City prior to delivering the service and proper billing procedures shall be

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required for any invoice submitted containing these additional services, equipment, supplies, etc.

Specifically, the application of lime for soil pH adjustment and for odor control and installation of monitoring wells required by PADEP or the City are additional services. Requests for soil pH adjustment through lime application must be accompanied by a current soil analysis for review by the City. The cost of the monitoring well installation is not to be included under 2.4.1 and 2.4.2.

The cost for use of EQ Biosolids (currently a compost product) constitutes an additional service. Requests for use of EQ Biosolids Product must be accompanied by a project description and price proposal for review by the City. The project description shall include: address of proposed EQ product, kind of application proposed for use of EQ product, application rate proposed, total delivery requested in tonnage, anticipated schedule for delivery, and proposed cost to transport and utilize the EQ product. The Vendor shall comply, too, with state regulatory requirements for notification prior to use of the EQ Biosolids. No EQ Biosolids may be delivered unless Vendor is directed to do so in writing by the City.

## **PART C: PRODUCT CHARACTERISTIC**

### **2.3 PRODUCT CHARACTERISTIC & SPECIFICATIONS**

#### **2.3.1 BIOSOLIDS CAKE CHARACTERISTICS**

The City intends to provide the Contractor with biosolids cake as the biosolids product for use in land application. Biosolids cake is grey black in color, has a moderate sewage odor, has a density of approximately 1600 lbs/yds and a total solids content of approximately 30%. Typical application rates for biosolids cake are 4 to 6 dry tons/acre or 13 to 20 wet tons/acre.

Biosolids cake is a “High Quality Biosolids” under Part 503 regulations, in that pollutant levels in the product are lower than standards given at Section 503.13(b)(3). Further, the cake meets requirements for vector attraction reduction and pathogen reduction, such that it meets the requirements for use under the PADEP General Permit for Beneficial Use of Biosolids. The City

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of Philadelphia will deliver to Vendor only product which meets the quality requirements of both Part 503 federal regulations of the USEPA and PAG-08 General Permit of PADEP.

2.3.2 **BIOSOLIDS CAKE PRODUCTION**

Biosolids cake is a semi-solid by-product of municipal wastewater treatment. Influent wastewater enters the Water Pollution Control Plant through the influent pumping station and is padded to the Preliminary Treatment Building. Here, coarse material is captured on screens and gritty sediment is removed. The wastewater is then passed to primary sedimentation tanks. In this area, air is added to float greases and oil, strip out volatiles, and help coagulate the suspended particles. The solid material removed from this process is referred to as primary biosolids and is sent directly to the digesters. The next stage is the secondary treatment process that occurs in the final sedimentation tanks. Solids are scraped from the influent and effluent ends of the tanks by chain and flight longitudinal collectors located in the middle of the tanks. A scum removal system at both ends of the tanks removes floating materials. To maintain the microbial community, some activated sludge is recycled to the secondary treatment process.

The remaining activated sludge from the Final Sedimentation Tanks is thickened by dissolved air flotation before distribution to Anaerobic Digestion Tanks, where it is combined with the primary solids.

Each anaerobic digester is circular, has a fixed cover, and has an external heat exchanger for maintaining proper biosolids temperatures. The Southwest Water Pollution Control Plant has 12 anaerobic digesters, having total volume of 106,480 m<sup>3</sup> and the Northeast Water Pollution Control Plant has 8 anaerobic digesters, having a total volume of 68,103m<sup>3</sup>.

After digestion is complete, the liquid biosolids is delivered to BRC, where it undergoes centrifuge dewatering. The BRC has 10 high capacity centrifuges including four high solids centrifuges.

2.3.3 **BIOSOLIDS PRODUCTS**

The biosolids-based products to be used by the Vendor under this Contract shall be biosolids cake.

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2.3.3.1 **PHYSICAL CHARACTERISTICS OF BIOSOLIDS CAKE**

Biosolids Cake is product available for agriculture use under this Contract. It is a material derived from primary and waste activated solids collected by the Southwest and Northeast Water Pollution Control Plants which have been digested anaerobically to reduce odors and pathogens, and then thickened and dewatered to a concentration of approximately 30%. This material is of a single homogenous phase, it is black in color, and has a moderate sewage odor. Its density is approximately 1,600 pounds per cubic yard, or 65 pounds per cubic foot. As mentioned solids content of the cake may increase a factor that may affect the rate of land application.

Physical and chemical qualities of biosolids cake are included in Exhibit B of this invitation and bid. The parameters in this exhibit show the nutrient and metals levels that influence the rate at which the biosolids may be applied. The Vendor will be required to apply biosolids evenly over the application area at rates which satisfy the nitrogen fertilizer requirements of the crops the landowner intends to plant.

The vendor needs to be aware that environmental and agricultural authorities in Pennsylvania are contemplating changes in nutrient management planning requirements. As such, the content of phosphorus in soil and in biosolids may be factors that reduce allowable application rates of biosolids to farm fields, or may restrict the number of consecutive years in which biosolids may be employed. Vendors are advised to closely follow the development of phosphorus based nutrient management requirements in Pennsylvania.

2.3.3.2 **CAKE CHEMICAL CHARACTERISTICS**

The Philadelphia Water Department will only provide biosolids products that completely satisfy criteria established by PADEP for biosolids put to agricultural use. These criteria are included on Exhibit B of this invitation and bid. Should PADEP amend its criteria in ways adversely affecting the Vendor's ability to use the

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biosolids as described in these specifications, this situation may be considered a force majeure under Section 4.2.12 of these specifications.

Biosolids Cake chemical data is in the attached Exhibits. The exhibits are presented in the arrangement normally required by PADEP in the municipal waste management regulations of April 8, 1988, as amended by the guidelines of July 1994 and the General Permit of May 1997. Analyses required for new permit applications are covered in 25 Pa. Code §271 of those regulations. Examples of this data are shown in Exhibits. The results of the Toxicity Characteristic Leaching Procedures (TCLP) are available from the Water Department, upon request. Submittal of TCLP results is generally made to PADEP on an annual basis.

#### 2.4 **PRICING INSTRUCTIONS**

In Section 5 “Pricing”, bidders are requested to provide costs for specified services under the pricing structure as described in the following paragraphs. Prices quoted **MUST NOT** contain more than three (3) decimal places.

##### 2.4.1 **20540 001 020**

Price to transport and apply the City’s biosolids cake and provide all related services, equipment, labor, materials, transportation, etc., to already existing City permitted farms, as described in these specifications, qualified bidders shall offer a rate based on one (1) short ton (2000 lbs) of Biosolids Cake furnished by the City.

##### 2.4.2 **20540 001 023**

Price per short ton to provide all related service, equipment, labor materials, transportation to transport and apply the City’s biosolids cake, on newly acquired sites by vendor 0-125 miles.

##### 2.4.3 **20540 001 025**

Price per short ton to provide for temporary storage of biosolids in devices constructed to meet State and City-approved BMPs and then all related services, equipment, material and transport to subsequently apply the City’s biosolids cake on the farm with the storage site (both existing farms newly approved for storage, and on newly-acquired sites).

##### 2.4.4 **20540 012**

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Additional services, requested by the City and not otherwise covered under the contract (refer to paragraph 2.2.12), provided by vendor shall not exceed 10% above vendor's cost (to be supported by invoices).

## 2.5 **WARRANTY**

Awarded vendor must certify all services will be performed as specified and detailed herein at Section 2, preceding. Farmland Application Services performed must satisfy the inspection requirements of the designated City of Philadelphia official authorized to conduct such inspections. Work performed may be inspected, when completed, and can be either approved or disapproved by way of certifying authorized signature. Services provided must be of the high quality and exhibit professional quality throughout the period of the contract.

## 2.6 **DELIVERY INSTRUCTIONS & REQUIREMENTS**

### 2.6.1 **ANTICIPATED GUARANTEE**

During each period that the Contract remains in effect, the City anticipates that the Contractor will be required to use 35,000 short tons of biosolids cake. Additional quantities of biosolids cake may be provided in any Contract period at the sole option of the City.

### 2.6.2 **NO MINIMUM GUARANTEE**

Under the Contract, no minimum is guaranteed. Notwithstanding Para. 2.6.1, the City hereby informs all bidders that it has, in the past, experienced contamination of its biosolids product by one or more organic compounds that have, for a period, interfered with delivery of biosolids cake for recycling uses. Should the City fail to produce biosolids products suitable for the uses contemplated in this contract because of contamination or for any other reason, City shall not be liable for any failure to supply any minimum

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

### 3.1 **EVALUATION**

Bid will be evaluated by the Procurement Department. Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders. Bids which are determined to be non-responsive for reasons of:

- improper bid security
- improper bid execution
- incompleteness

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- offering counter terms and conditions
- improper or incomplete execution of MBEC documents (if applicable)

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

3.1.1 Bidders whose bids are determined to be non-responsible for reasons of vendor qualification shall be notified by the City of the reasons for the determination and may appeal the finding of non-responsibility through prescribed procedures.

### 3.2 **AWARD**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder based upon the total amount bid in Section 5.

#### 3.2.1.1 **PRICE BREAKDOWN**

Prior to the award of the Contract, the qualified bidder submitting the lowest bid price may be required to furnish to the City in writing, in such form and content as may be prescribed by the City, a breakdown of its bid price which describes in detail all items (including, but not limited to: costs expenses, overhead and profit) reflected in the bid price.

The Bidder is hereby advised that the City of Philadelphia cannot support the payment of royalties to farmers for Biosolids Cake application rights, except insofar as the Bidder confirms to sections 1.10.3.2 and 2.2.4.2.

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

#### 3.2.3 **Performance Security**

If the total award amount exceeds \$500,000 , the Master Performance Security Program does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in

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the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, Sections 1.2.2 and 1.2.3 shall apply.

### 3.2.4 **Insurance**

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

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

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

## **SECTION 4: CONTRACT MANAGEMENT**

### 4.1 **CITY OF PHILADELPHIA RESPONSIBILITY**

Upon award, the Procurement Department shall apply the department’s requisition against the contract and issue a purchase order.

The City reserves the right to add, delete and/or acquire other product/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 scheduled 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.

#### 4.1.1 **Force Majeure For the City**

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The City shall not be liable for any failure to perform under the Contract arising out of causes beyond its control, including such causes as: nonconforming biosolids (see Sections 2.3 and 2.6.2), Acts of God, a public enemy, fires, floods, epidemics, strikes, freight embargoes, unusually severe weather and acts of a superior government.

Contractor is specifically alerted to federal and state guidelines for use of fertilizer products on soils with excessive phosphorus which may effect performance requirements of the City and Contractor under this agreement, and which may interfere temporarily or permanently with the City's ability to provide biosolids cake to Contractor under this agreement.

#### 4.2 **VENDOR RESPONSIBILITY**

- 4.2.1 Contractor may deliver only after the 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 Department.
- 4.2.2 Contractor may deliver only items that have been incorporated into the contract at the prices quoted and are reflected on a purchase order or an advice of change to a purchase order. An advice of change to a purchase order is issued by whenever items, unit price, purchase order amount or terms and conditions change from the original purchase order.
- 4.2.3 Contractors may deliver equipment, products or services up to the limit of the purchase order for the period covered in the purchase order. Contractors are required to carefully monitor obligations against purchase orders and inform the Water Department of anticipated funding shortfalls.
- 4.2.4 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, he must: bring this to the immediate attention of the Procurement Dept., and notify the ordering agency in writing and refuse to deliver.
- 4.2.5 Should equipment, products or services be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without a valid purchase order, the City shall have no obligation for payment.

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

**4.2.7 SUBMITTAL OF INVOICE**

Contractor shall invoice the City preferably once per month and the invoice shall be for the amount of material hauled on a per ton basis to specific farmland destinations. The original invoice plus two copies are to be sent to:

Supervisor, Operating Funds Accounting  
Philadelphia Water Department  
ARA Tower, 5<sup>th</sup> Floor  
1101 Market Street  
Philadelphia, PA 19107-2994

**4.2.8 SUBMITTAL OF SUPPORTING INFORMATION TO BIOSOLIDS MANAGEMENT UNIT**

At the same time an invoice is sent to Operating Funds Accounting, Contractor shall send a copy of the invoice to the Biosolids Management Unit, along with the BRC scale tickets, or other City authorized scale tickets for each load invoiced. Each ticket will have written upon it, by the site supervisor, the farm and field it was delivered and applied to. These tickets will be sent along with the invoice to:

Administrative Supervisor  
Biosolids Recycling Center  
7800 Penrose Ferry Road  
Philadelphia, PA 19153

Any changes to the way in which weights are obtained or calculated requires written permission from the City.

**4.2.9 SUBMITTAL OF REPORT**

A report shall be submitted to the Biosolids Management Unit with each invoice highlighting the services rendered during the invoice period. The report must include the following information, preferably on a monthly basis.

- Number of acres applied.

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- List of sites completed, including the number of acres, amount of biosolids cake utilized, type of crop planted, and all other pertinent information.
- Amount of purchase order expended.
- Tonnage hauled to date for entire contract, as well as for each individual site.
- Discussion of new site acquisition activities.
- Temporary storage on farms, if applicable.
- Discussion of public acceptance program.
- Any other information as may be reasonably requested by the City.

#### 4.2.10 PAYMENT PROCESS

The payment process shall begin after Water Department officials review the report submitted with the invoice and confirm, in conjunction with its field personnel, that the Contractor has applied biosolids to farm fields in accordance with these specifications and Contractor's program as submitted to and approved by the City. Contractor is hereby informed that the City's payment process normally takes 45 days from the time an invoice is approved by the Biosolids management Unit and a payment is issued to Contractor.

#### 4.2.11 PRICE INCREASE OR DECREASE

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

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

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

or

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

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For each renewal the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers - Philadelphia **(period October to October)** as published by the U.S. Department of Labor, Bureau of Labor Statistics.

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.

If the Labor Department ceases to publish the CPI, then the City shall select another source of information which reflects as closely possible the proper index.

The CPI Adjustment Factor shall in no way affect the Basis of Award of this contract.

**4.2.12 FORCE MAJEURE FOR THE CONTRACTOR**

Except with respect to defaults of subcontractors, Contractor shall not be liable for any failure to perform under the Contract that arises out of causes beyond the control and without the fault or negligence of contractor. Such causes may include, but are not restricted to: Acts of God, a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and acts of a superior government. However, in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.

If the failure to perform is caused by a subcontractor, and such failure arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for the failure to perform, unless the items are services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

**4.2.13 FAILURE TO OBTAIN APPLICATION APPROVALS**

Failure to timely secure necessary application approvals for additional acreages as required by these bid specifications shall be deemed to be a default under this contract entitling the City to all rights and remedies as described in the attached "Service Contract", unless such failure arises out of causes beyond the control and without the fault or negligence of Contractor. In the event that the failure to secure the required permits arises out of causes beyond the control and without the fault or negligence of Contractor, Contractor shall not be considered in default by the City; however, City may, at its sole option, terminate this contract without

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penalty, cost or liability to either party upon thirty (30) days written notice to Contractor.

**4.2.14 CONFORMANCE WITH ALL LAWS, REGULATIONS, ETC.**

Contractor shall perform all of its obligations hereunder in accordance with any and all requirements of the constituted public authorities and all federal, state or local laws or ordinances, and the applicable rules, regulations, methods, and procedures of all governmental boards, bureaus, offices, commissions and other agencies now or hereafter in effect.

**4.2.15 HOST COMMUNITY FEE**

Contractor is advised that some Communities have ordinances requiring payment of “host community fees” by contractor engaging in biosolids product use within these communities. Contractor is fully responsible for such additional expense.

**4.2.16 NOTICES**

Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid:

For Contractor, to the address listed on the attached “Service Contract”.

For the City, addressed to Chief, Biosolids Management Unit, Philadelphia Water Department, ARA Tower, 4<sup>th</sup> floor, 1101 Market Street, Philadelphia, PA 19107 (with copy to: Purchase Supervisor, Procurement Department, Room 120, Municipal Services Building, 1500 JFK Blvd., Philadelphia, PA 19102), or to other respective addresses the parties may, from time to time, designate to each other in writing.

**4.2.17 SUBCONTRACTS**

Contractor shall not subcontract or sell, assign, pledge, transfer or encumber this Contract, or any part thereof, without the prior written consent of the City.

**4.2.18 BID COSTS**

All costs for the development, preparation and submission of bids, including but not limited to costs associated with the acquisition of state and local permits, licenses and approvals, are entirely the responsibility of the bidder and shall not be chargeable to the City of Philadelphia.

**4.3 VENDOR ACCEPTANCES**

**IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMNT PROCEDURES IN THIS SECTION.**

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**SECTION 5: PRICING**

**(PRICES QUOTED MUSTNOT CONTAIN MORE THAN THREE (3) DECIMAL PLACES)**

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

5.1 Vendor to state prices for the following:

Note: SU is unit of measure for short ton.

	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
5.1.1 <b>20540 001 020</b> Price per short ton to provide all related services, equipment, labor materials to apply the biosolids cake. (See 2.4.1) City acquired sites existing and future.	30,000	SU	\$_____	\$_____
5.1.2 <b>20540 001 023</b> Price per short ton to provide all related services, equipment, labor materials to apply the biosolids cake. (See 2.4.2) Newly acquired sites by vendor	10,000	SU	\$_____	\$_____

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0-125 miles.

	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
5.1.3 <b>20540 001 025</b> Price per short ton to provide for temporary storage of biosolids in devices constructed to meet State and City-approved BMPs (see 2.4.3), and all related services, equipment, material and transport to subsequently apply the City's biosolids cake on the farm with the storage site (both existing farms newly approved for storage, and on newly-acquired sites).	5,000	SU	\$_____	\$_____

5.1.4 **20540 012**  
Additional services, requested by the City and not otherwise covered under the contract (See 2.4.4), provided by vendor shall not exceed 10% above vendor's cost (to be supported by invoices).

Estimated Expenditures for Additional Services.....125,000.00

Extended Total Bid Amount \$\_\_\_\_\_

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(Unit Price X Quantity for  
all items plus estimated  
expenditures for additional services)

## Exhibit A

# List of Approved Farm Lands For Biosolids Applications



## Farm Location - Application Area Summary

Permit Number	Farm Name	Application Area (Acres)	County	Township	Approx. Distance
PAG-08-0004	Ankrum	127.4	Lancaster	Drumore Twp	63.5
PAG-08-0004	Balsbaugh I	126	Lebanon	Mill Creek Twp.	84.5
PAG-08-0004	Borkey I	33.15	Berks	Upper Bern Twp.	
PAG-08-0004	Borkey II	78.05	Berks	Upper Bern Twp.	
PAG-08-0004	Burk	14	York	Lower Chanceford Twp.	75.2
PAG-08-0004	Byers	76.2	Lancaster	Drumore/E. Drumore Twps.	64.9
PAG-08-0004	Coates	72.3	Lancaster	Little Britain Twp.	54.2
PAG-08-0004	Craig I	72	Lancaster	Little Britain Twp.	
PAG-08-0004	Craig II	45.3	Lancaster	Little Britain Twp.	
PAG-08-0004	Crowl	119.6	York	Lower Chanceford Twp.	77.2
PAG-08-0004	Fite I	57.7	Lancaster	E. Drumore Twp.	
PAG-08-0004	Fite II	48.8	Lancaster	Little Britain Twp.	
PAG-08-0004	Groff	66.2	Lancaster	Fulton Twp.	
PAG-08-0004	Hannum 1	131.7	Lancaster	Fulton Twp.	60.5
PAG-08-0004	Hannum 2	39.1	Lancaster	Fulton Twp.	58.5
PAG-08-0004	J. McSparran	108.6	Lancaster	Peach Bottom	
PAG-08-0004	Kahl	14.3	York	Peach Bottom	
PAG-08-0004	Kaylor	86.1	Lebanon	N. Annville/E. Hanover Twps.	
PAG-08-0004	Kirk	198.7	Lancaster	Fulton Twp.	59.8
PAG-08-0004	Lapp	126.9	Lancaster	E. Drumore Twp.	60.6
PAG-08-0004	Laurel Locks	307.3	Chester	N. Coventry Twp	
PAG-08-0004	Leisure	24.89	Lebanon	N. Annville Twp.	
PAG-08-0004	Metzler	33.5	Lancaster	Fulton Twp.	62.9
PAG-08-0004	Miller	40.6	York	Lower Chanceford Twp.	75.2
PAG-08-0004	R. McSparran 1	20.3	Lancaster	Peach Bottom	60.5
PAG-08-0004	R. McSparran 2	57.1	Lancaster	Peach Bottom	60.5
PAG-08-0004	Redman	12.3	Lancaster	Fulton Twp.	61.3
PAG-08-0004	Richard I	54.15	Berks	Oley Twp.	



## Farm Location - Application Area Summary

Permit Number	Farm Name	Application Area (Acres)	County	Township	Approx. Distance
PAG-08-0004	Richard II	6.8	Berks	Oley Twp.	
PAG-08-0004	Shelly I	25.7	Lehigh/Mont	Lower Milford Twp.	
PAG-08-0004	Shelly II	37.4	Lehigh	Lower Milford Twp.	
PAG-08-0004	Shelly III	30.2	Lehigh	Lower Milford Twp.	
PAG-08-0004	Testerman 1	19.8	Lancaster	Drumore/E. Drumore Twps.	65.3
PAG-08-0004	Testerman 2	9.8	Lancaster	Drumore	65.3
PAG-08-0004	Thompson	117.1	York	Peach Bottom	
PAG-08-0004	Wood 2	142.6	Lancaster	Little Britain Twp.	
PAG-08-0004	Zook I	51.9	Berks	Oley Twp.	
PAG-08-0004	Zook II	13.8	Berks	Oley Twp.	

**Total Application Acres: 2,647.3**

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## Exhibit B

### Part 503 Standards



# Biosolids Characteristics

Source: Philadelphia Biosolids 10/29/2005 through 8/10/2006

Sample ID	Avg. of 12 most recent non-null records:	Min. of all in selected range	Max. of all in selected range	SE/SW_6_2006 8/10/2006	SE/SW_5_2006 6/29/2006	SE/SW_4_2006 5/30/2006
Report Date				6/6/2006	5/5/2006	4/6/2006
Date Sampled				SW060608-0001	SW050505-0017	SW060407-0000
Lab ID				6/7/2006	5/5/2006	4/7/2006
Date Received				Philadelphia	Philadelphia	Philadelphia
County						
pH	7.57	7.25	8.15	7.25	7.73	7.74
Solids (%)	29.27%	25.20%	33.00%	27.91%	30.70%	29.00%
Volatile (% dw)	50.64%	40.90%	56.00%	47.90%	40.90%	53.70%
<b>Primary Nutr. (% dw)</b>						
Total Kjeldahl N	3.75%	3.35%	4.18%	3.59%	3.43%	3.89%
Organic N	3.40%	2.86%	3.75%	3.37%	3.08%	3.47%
Ammonia N	0.35%	0.23%	0.49%	0.23%	0.35%	0.42%
Total Phosphorus (P)	2.56%	2.34%	2.87%	2.36%	2.43%	2.58%
Potassium (K)	0.14%	0.10%	0.16%	0.10%	0.16%	0.14%
<b>Other Nutr. (% dw)</b>						
Magnesium (Mg)	0.47%	0.40%	0.55%	0.44%	0.50%	0.40%
Calcium (Ca)	2.06%	1.82%	2.37%	2.20%	2.04%	2.07%
Sodium (Na)	0.04%	0.03%	0.09%	0.04%	0.03%	0.04%
Iron (Fe)	10.27%	7.29%	13.00%	13.00%	12.99%	7.98%
Aluminum (Al)						
<b>Reg'd Metals (mg/kg)</b>						
Manganese (Mn)	3255.60	1771.43	6313.99	2382.66	4114.01	4213.79
Arsenic (As)	14.68	7.17	19.76	11.97	16.55	7.17
Cadmium (Cd)	3.97	2.88	5.60	3.28	4.33	5.14
Chromium (Cr)	77.26	58.82	91.19	83.12	79.80	83.10
Copper (Cu)	571.30	471.43	643.33	515.94	495.11	534.48
Lead (Pb)	154.86	117.59	214.67	165.53	159.93	117.59
Mercury (Hg)	1.11	0.62	1.59	1.51	0.83	0.97
Molybdenum (Mo)	23.87	15.99	29.97	29.09	21.99	26.24
Nickel (Ni)	27.21	22.64	35.84	25.19	28.96	23.66
Selenium (Se)	6.40	4.44	8.06	7.13	6.06	4.44
Zinc (Zn)	1473.98	1250.45	1775.08	1250.45	1299.67	1610.34
<b>Other Data (mg/kg)</b>						
PCBs	1.70	1.31	2.20	1.48	1.31	1.57
Reactive Cyanide (Cn)						



# Biosolids Characteristics

Source: Philadelphia Biosolids 10/29/2005 through 8/10/2006

Sample ID	SE/SW_3_2006	SE/SW_2_2006	SE/SW_1_2006	SE/SW_12_2005	SE/SW_11_2005	SE/SW_10_2005
Report Date	5/11/2006	4/5/2006	3/29/2006	2/22/2006	2/16/2006	12/28/2005
Date Sampled	3/6/2006	2/6/2006	1/6/2006	12/6/2005	11/4/2005	10/6/2005
Lab ID	SW060310-0001	SW060208-0016	SW060106-0003	SW051209-0001	SW051104-0001	SW051007-0001
Date Received	3/8/2006	2/8/2006	1/6/2006	12/7/2005	11/4/2005	10/7/2005
County	Philadelphia	Philadelphia	Philadelphia	Philadelphia	Philadelphia	Philadelphia
pH	7.37	7.69	7.51	7.69	7.62	8.15
Solids (%)	25.20%	27.20%	28.00%	27.90%	29.30%	30.10%
Volatile (% dw)	56.00%	53.30%	54.60%	49.40%	49.50%	53.10%
<b>Primary Nutr. (% dw)</b>						
Total Kjeldahl N	3.35%	3.96%	4.18%	4.05%	3.95%	3.74%
Organic N	2.86%	3.50%	3.74%	3.75%	3.66%	3.39%
Ammonia N	0.49%	0.46%	0.44%	0.30%	0.29%	0.35%
Total Phosphorus (P)	2.58%	2.51%	2.56%	2.73%	2.34%	2.72%
Potassium (K)	0.15%	0.16%	0.15%	0.16%	0.13%	0.11%
<b>Other Nutr. (% dw)</b>						
Magnesium (Mg)	0.50%	0.50%	0.45%	0.42%	0.41%	0.40%
Calcium (Ca)	2.15%	1.92%	1.96%	1.95%	1.83%	1.82%
Sodium (Na)	0.05%	0.03%	0.05%	0.09%	0.03%	0.03%
Iron (Fe)	7.29%	7.36%	8.08%		8.60%	11.91%
Aluminum (Al)						
<b>Reg'd Metals (mg/kg)</b>						
Manganese (Mn)	2845.24	2834.56	1771.43	2512.54	6313.99	2269.10
Arsenic (As)	11.63	13.38	15.32	14.66	12.56	15.28
Cadmium (Cd)	5.60	3.93	3.38	3.62	3.92	2.89
Chromium (Cr)	60.32	58.82	64.29	90.68	85.32	69.77
Copper (Cu)	626.98	606.62	471.43	562.72	546.08	614.62
Lead (Pb)	132.54	141.54	142.86	149.46	131.74	128.57
Mercury (Hg)	1.37	0.62	0.86	0.91	1.09	1.30
Molybdenum (Mo)	18.49	15.99	17.04	24.30	21.57	29.97
Nickel (Ni)	26.11	22.72	22.64	26.99	35.84	25.65
Selenium (Se)	8.06	6.69	5.68	6.20	5.32	5.51
Zinc (Zn)	1448.41	1430.15	1389.29	1383.51	1508.53	1478.41
<b>Other Data (mg/kg)</b>						
PCBs	1.76	1.61	1.57	1.63	2.20	1.83
Reactive Cyanide (Cn)						



# Biosolids Characteristics

Source: Philadelphia Biosolids 10/29/2005 through 8/10/2006

Sample ID	SE/SW_9_2005	SE/SW_8_2005	SE/SW_7_2005
Report Date	12/27/2005	11/18/2005	10/29/2005
Date Sampled	9/7/2005	8/4/2005	7/8/2005
Lab ID	SW050908-0000	SW050805-0001	SW050708-0001
Date Received	9/7/2005	8/5/2005	7/8/2005
County	Philadelphia	Philadelphia	Philadelphia
pH	7.83	7.45	7.46
Solids (%)	33.00%	32.90%	30.00%
Volatile (% dw)	50.90%	50.40%	48.00%
<b>Primary Nutr. (% dw)</b>			
Total Kjeldahl N	3.73%	3.64%	3.50%
Organic N	3.46%	3.33%	3.15%
Ammonia N	0.27%	0.31%	0.35%
Total Phosphorus (P)	2.40%	2.87%	2.63%
Potassium (K)	0.12%	0.15%	0.15%
<b>Other Nutr. (% dw)</b>			
Magnesium (Mg)	0.43%	0.55%	0.55%
Calcium (Ca)	2.09%	2.37%	2.29%
Sodium (Na)	0.03%	0.04%	0.04%
Iron (Fe)	10.99%	12.63%	12.13%
Aluminum (Al)			
<b>Reg'd Metals (mg/kg)</b>			
Manganese (Mn)	2627.27	3765.96	3416.67
Arsenic (As)	18.88	19.76	19.03
Cadmium (Cd)	2.88	4.92	3.77
Chromium (Cr)	73.33	91.19	87.33
Copper (Cu)	600.00	638.30	643.33
Lead (Pb)	172.73	201.22	214.67
Mercury (Hg)	1.16	1.59	1.11
Molybdenum (Mo)	27.73	28.27	25.73
Nickel (Ni)	25.18	32.22	31.33
Selenium (Se)	7.28	6.93	7.47
Zinc (Zn)	1460.61	1775.08	1653.33
<b>Other Data (mg/kg)</b>			
PCBs	1.47	1.93	2.08
Reactive Cyanide (Cn)			

Attention Bidder:

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

**Exhibits**

**Drawings**

**Attached specifications**

**Attached documents**

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### 1. PREPARATION AND SUBMISSION OF BID.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) **GENERAL LIABILITY INSURANCE**

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

(c) **AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

**18. NONDISCRIMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SIGNING OF BIDS

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

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

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

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

### SIGNING OF BIDS:

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

This \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
(Signature of Owner, Partner)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

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

This \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

CORPORATE SEAL

\_\_\_\_\_  
(Corporate or Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

\_\_\_\_\_  
(Signature of President or a Vice-President)

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

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

\_\_\_\_\_  
(Asst. City Solicitor)

\_\_\_\_\_  
(Procurement Commissioner)



# CITY OF PHILADELPHIA

## INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

# **BIDDERS GUIDELINES\***

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

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

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

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



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

**ATTENTION VENDORS**

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

**BID RESULTS REQUEST FORM**

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

**PLEASE NOTE INCREASED FEE**

Date of Request: \_\_\_\_\_

Bid Number Requested: \_\_\_\_\_ Opening Date: \_\_\_\_\_

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

Company Representative: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

- Check or Money Order payable to "City of Philadelphia";
- A self-addressed stamped envelope which is **at least 9 1/2" x 12 1/2" 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, MSB**  
**Philadelphia, PA 19102-1685**

**Do Not Send Cash**

<b><i>Internal Use Only:</i></b>	
Date Request Received:	Check Type:
Date Bid Result(s) Mailed:	Check Number:
Initials:	Check Amount \$



# CITY OF PHILADELPHIA

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

Janet Hagan  
Acting Procurement Commissioner

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

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

Dear Vendor:

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

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

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

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

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

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

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

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

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

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

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

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

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

*Internal Use Only*

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



# CITY OF PHILADELPHIA

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

Janet Hagan  
Acting Procurement Commissioner

August 16, 2006

Dear Vendor:

Effective with bids opening **September 1, 2006** and later, The City of Philadelphia Procurement Department will be implementing the following change: Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors will no longer receive their original checks back after contract conformance. Following contract conformance the City of Philadelphia will issue a check to the vendor. Vendors interested in participating in the City's Master Bid Security Program can go to [www.phila.gov](http://www.phila.gov) and visit the City of Philadelphia's Procurement Department website to obtain an application.

Janet Hagan  
Acting Procurement Commissioner



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

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

Vincent Jannetti  
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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



# CITY OF PHILADELPHIA

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

Dear Valued Vendor,

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

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia's website: [www.phila.gov](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.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti', written in a cursive style.

Vincent J. Jannetti  
Acting Director of Finance