

**REQUEST FOR PROPOSALS  
FOR  
DISPOSAL OF  
WASTEWATER BY-PRODUCTS**

**(RFP #S8D0231P)**

**Issued By:  
City of Philadelphia Procurement Department  
Philadelphia Water Department**

**Non-Mandatory Proposal Meeting: August 2, 2007**

**Proposal Submittal Date: August 30, 2007**

**Deliver Proposals To:  
Procurement Department Bid Room  
Room 170A  
Municipal Services Building  
1401 J.F.K. Blvd.  
Phila., PA 19102**

**Respondents having questions or comments concerning the Proposal should contact the  
Procurement Department Public Information Unit at  
(215) 686-4720**

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# 1 GENERAL INFORMATION

## 1.1 Scope of Work

The City of Philadelphia, its Procurement Department and its Water Department (hereinafter collectively referred to as the “City”), issues this Request for Proposals (“RFP”) for Disposal of Wastewater By-Products, specifically anaerobically digested dewatered biosolids and grit, screenings, and scum.

## 1.2 Reason for this Procurement

The City is soliciting Proposals from experienced firms with the intention of choosing the most qualified firm or firms offering the best Proposal(s) in terms of providing consistent and dependable capacity for disposal of wastewater byproducts, of demonstrating overall expertise in transporting and disposing of wastewater by-products, and of offering a price acceptable to the City. The scope of work outlined below is general in nature and is included to assist the Respondent in identifying the type of services the City anticipates it will need. It is not intended to be all inclusive.

## 1.3 Background

The City is responsible for the disposition of the by-products of municipal wastewater treatment generated by the residents of the City and adjoining sewershed. In recent years, approximately 70,000 tons of Biosolids has been co-disposed with trash in municipal solid waste landfills in southeastern Pennsylvania. Additionally, 8,000 tons of other wastewater by-products, specifically lime-amended grit, screenings and scum (GSS), have also been disposed through this program every year. The City has suspended a major outlet for biosolids, namely the production of screened compost. This outlet has represented approximately twenty-five percent (25%) of the City’s current biosolids production. Therefore, the City has a need for a dependable outlet for additional disposal to replace composting. The target quantity for disposal on an annual basis is now approximately 140,000 tons for biosolids, while the combined quantity of grit, screenings, and scum remains approximately 8,000 tons.

## 1.4 Definitions

“Alternatives” - The combination of transportation and Disposal Facility(ies) offered by Respondents in their Proposals, given in response to this RFP; transportation may be by truck or rail, and Disposal Facilities may include municipal solid waste landfills, incinerators, or similar thermal processing facilities.

“Biosolids Cake” or “Biosolids” - Those materials produced by PWD’s wastewater treatment facilities through anaerobic digesters operated by the City and dewatered by centrifugation at its Biosolids Recycling Center to a solids content of approximately thirty (30%) percent, suitable for disposal with municipal trash or thermal processing.

“BRC” - The Biosolids Recycling Center located at 7800 Penrose Ferry Road, Philadelphia, Pennsylvania, 19153.

“City” - The City of Philadelphia, Pennsylvania, including, but not limited to, the Procurement Department and the Water Department.

“Contract” - The Agreement between the City and a Contractor resulting from this RFP.

“Contract Date” – The date of the Contract between the City and the Contractor.

“Contract Term” – The initial term of the Contract plus the one-year renewal terms, if any.

“Contractor” - A Respondent awarded a Contract pursuant to this RFP.

“Disposal Facility(ies)” - The landfill, incinerator, or other thermal processor, along with properties, equipment, and facilities designated for the final disposal of City Wastewater By-Products by the Contractor pursuant to the Contract.

“Fiscal Year” or “FY” – The twelve (12) month period between July 1 and June 30.

“GSS” – The Grit, Screenings, and Scum material from the City’s three wastewater facilities (Northeast, Southeast and Southwest Water Pollution Control Plants) that is delivered to the Southwest Water Pollution Control Plant (“SWWPCP”) for preparation with a lime amendment for disposal.

“Respondent(s)” – The firms submitting a Proposal in response to this RFP for the purpose of being considered by the City to serve as a Contractor for the transportation and disposal of Biosolids and/or GSS.

“SWWPCP” – The Southwest Water Pollution Control Plant, located at 8700 Enterprise Avenue, Philadelphia, PA, 19153.

“Ton(s)” – a short ton of two thousand (2,000) pounds.

“Wastewater By-Products” – Biosolids and/or GSS.

## 1.5 Objectives

To be eligible for award under this RFP, the successful Respondent must demonstrate that it can meet the following objectives

- 1.5.1 The successful Respondent shall demonstrate an ability to remove Biosolids from the BRC and GSS from the SWWPCP in an environmentally sound manner and shall dispose of them in one or more sanitary landfill(s) or other Disposal Facility(ies) approved to receive such materials by the responsible regulatory agency(ies). The Respondent is to have the capacity to handle the material indicated in its Proposal, as set forth in Section 5.9 below, during the period of the Contract.
- 1.5.2 The City anticipates through this RFP that the successful Respondent(s) shall dispose of up to 140,000 tons of Biosolids and up to 8,000 tons of GSS per year.
  - 1.5.2.1 The Contractor's vehicles or containers will be loaded with the biosolids by City forces at the BRC storage areas.
  - 1.5.2.2 The Contractor will be required to handle GSS, with the ability to remove a minimum of 300 tons on a biweekly (every two weeks) basis.
  - 1.5.2.3 The Contractor's vehicles will be loaded with GSS at the grit and screenings preparation area at the SWWPCP, as identified by the plant manager for that facility.
- 1.5.3 The Respondent shall demonstrate that the costs of the services offered the City are efficient and cost effective.
- 1.5.4 The City will consider Alternatives in response to this RFP. That is, the City will consider co-disposal of biosolids with municipal solid waste, other landfill disposal arrangements (e.g., landfill bioreactors and sludge monofills), incineration or similar thermal processors, and other permitted disposal facilities. The City will also consider transportation Alternatives, specifically truck haul and rail haul transportation modes. Regardless of the selected Alternative, the Contractor shall furnish all labor, equipment, facilities, and materials necessary to perform the specified scope of work, including transportation and disposal components. The General Specifications and Requirements set forth below address general terms and conditions for all Alternatives specified.

- 1.5.5 The Contractor(s) shall provide, as a prime contractor, total responsibility for all requirements set forth in this RFP, assuming single source responsibility as the sole point of contact for all Contract matters.

## 1.6 **Qualifications of Respondents (Minimum)**

In order to participate in the procurement process and receive consideration for the award of this procurement, the firm must have:

- 1.6.1 Demonstrated capability and experience in disposal of wastewater by-products or similar wastes by showing that it has managed disposal services of no less than two hundred (200) tons daily;
- 1.6.2 Demonstrated capability of arranging for transportation of wastewater by-products or similar wastes by showing that it has managed transportation of no less than two hundred (200) tons of waste daily;
- 1.6.3 Demonstrated capability of compliance with environmental standards for disposal of wastewater by-products or similar wastes by producing a compliance history showing a record of compliance with regulations in the states of its principal operations;
- 1.6.4 Demonstrated skills and experience of the project managers and principal persons carrying out this project.
- 1.6.5 This section establishes minimum qualification requirements only. Past experience in excess of the minimum requirements specified in this section will be considered in the selection of a contractor for this project.

## 1.7 **Areas of Expertise**

Respondents are required to have expertise and capabilities in the areas below:

- 1.7.1 **Transportation Services.** Respondents shall have demonstrated ability to develop and manage all aspects of transportation, including acquisition of equipment, scheduling, weighing, and regulatory compliance.

- 1.7.2 Management Services. Respondents shall have demonstrated expertise in all aspects of managing waste disposal services of the scale anticipated in this contract.
- 1.7.3 Management Services. Respondents shall have demonstrated expertise in all aspects of managing waste disposal services of the scale anticipated in this contract.

**1.8 Period of the Contract**

- 1.8.1 The period of the contract shall be for one (1) year with three (3) one-year options for renewal to be exercised by the City in its sole discretion.

**1.9 Non-Mandatory Pre-Proposal Meeting**

- 1.9.1 A Non-Mandatory Pre-Proposal Meeting will be held for all interested parties on August 2, 2007, 10:00 AM at the PWD Biosolids Recycling Center, 7800 Penrose Ferry Rd., Philadelphia, PA 19153. The purpose of this meeting will be to review the requirements contained in the RFP and entertain general questions that Respondents may have concerning any of the aspects of services to be provided.
- 1.9.2 Questions should be submitted in writing by mail or FAX, in advance of the meeting to:

Hugh Ortman  
Procurement Department  
Room 120, Municipal Services Building  
1401 JFK Blvd.  
Philadelphia, Pa. 19102  
Telephone: 215-686-4770  
Fax: (215) 686-4727

Please clearly state the RFP number (S8D0231P) on your fax cover sheet. All questions at the pre-Proposal meeting must be in writing. All questions that materially impact upon the Proposal process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way represent a commitment by the City.

## 1.10 Understanding of the Conditions Regarding Submittals

- 1.10.1 The Respondent shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, or the selection of any Respondent for further negotiations.
- 1.10.2 The City reserves the right to eliminate any Respondents which submit incomplete or inadequate Proposals.
- 1.10.3 The City reserves the right to reject any Proposals submitted from Respondents who fail to meet the Minimum Qualification Criteria.
- 1.10.4 The City reserves the right to reject any Proposals that fail to satisfy the submittal requirements.
- 1.10.5 The City reserves the right to reject all Proposals.
- 1.10.6 The City reserves the right to accept or reject, at any time prior to the City's execution of a contract (or contracts) pursuant to this RFP, any or all Proposals or any part of any Proposal, waive any defect or technicality and, solicit new Proposals where the acceptance, rejection, waiver, or solicitation would be in the best interests of the City. It shall be Respondent's responsibility to review and verify the completeness of its Proposal.
- 1.10.7 The City reserves the right, without prior notice, to supplement, amend or otherwise modify the RFP at any time prior to the response date.
- 1.10.8 The City may request additional information or more detailed information from any Respondent at any time, including information inadvertently omitted by a Respondent.
- 1.10.9 All responses become the property of the City and will not be returned.
- 1.10.10 The City may request that Respondents send representatives for interviews.

- 1.10.11 The City may request to inspect projects referenced in the Qualifications Statement.
- 1.10.12 The City may conduct investigations with respect to the qualifications of each Respondent.
- 1.10.13 All Proposals shall remain open for acceptance and in full effect for at least 180 calendar days from the date Proposals are received.
- 1.10.14 News releases (including, but not limited to, commercial advertising) pertaining to this project may not be made without the City's prior written approval.
- 1.10.15 Respondents may withdraw or modify their Proposals at any time prior to the Proposal due date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the address specified in Section 1.7.2.

**1.11 Reservation of Rights**

In addition to the conditions set forth in Section 1.10 above, the City reserves and may exercise the following rights and options:

- 1.11.1 To reject any and all Proposals and re-issue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in the City's best interest to do so;
- 1.11.2 To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation and to cancel this RFP with or without issuing another RFP.
- 1.11.3 To accept or reject any or all of the items in any Proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so;
- 1.11.4 To reject the Proposal of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable, or is otherwise not a responsible Respondent;

- 1.11.5 To waive any informality, defect non-responsiveness, and/or deviation from this RFP that is not, in the City's sole judgment, material to the Proposal;
- 1.11.6 To permit or reject, in the City's sole discretion amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by some or all of the Respondents following Proposal submission;
- 1.11.7 To request that some or all of the Respondents modify Proposals or provide additional information;
- 1.11.8 To request additional or clarifying information or more detailed information from any Respondent at any time, including information inadvertently omitted by a Respondent;
- 1.11.9 To conduct such investigations as the City considers appropriate with respect to the qualifications of each Respondent and any information contained in its Proposal.

## 1.12 **Acceptance of the Terms and Conditions of This RFP**

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Respondent, by signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section 4.3, Transmittal Letter, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

## 2 **SCOPE OF SERVICES**

### 2.1 **General**

The City seeks to establish a contract with the successful Respondents to provide for disposal of by-products of wastewater treatment, specifically Biosolids and GSS. The contract will be for one (1) year, with three (3) one-year renewal periods, exercised at the City's discretion. The City anticipates that the Contractor will offer a price for services based on price per ton of Biosolids and GSS removed from City facilities.

### 2.2 **Disclaimer**

This RFP does not commit the City to award a contract. This RFP is for the sole and exclusive benefit of the City. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response by any Respondent to this RFP, including written documents and verbal communication, may be subject to public disclosure by the City or its authorized agents except as provided herein.

### 2.3 **Respondents Restricted**

No Proposal 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.

### 2.4 **General Specifications**

2.4.1 Disposal Facility(ies) provided by a Contractor for the Contract Term must comply with the following provisions for the purpose of receiving Biosolids from the City, transporting the Wastewater By-Products and disposing of the Wastewater By-Products at a Disposal Facility(ies) provided by the Contractor. In addition to being in compliance with the requisite federal, state and local codes and regulations, the Disposal Facility(ies) shall be designed in accordance with good engineering practice. The Contractor is solely responsible for owning or leasing the Disposal Facility(ies) and obtaining and maintaining all permits required to operate the Disposal Facility(ies) during the Contract Term and any renewal periods, if applicable.

#### 2.4.2 Implementation Schedule

2.4.2.1 All Disposal Facility(ies) must be in full operation within two (2) weeks of contract conformance, unless otherwise agreed to by the City in writing.

#### 2.4.3 Disposal Facility

2.4.3.1 The location of the proposed Disposal Facility(ies) is at the discretion of the Respondent. The Disposal Facility(ies) may be one (1) or more landfills, incinerators, and/or thermal processors. During the Contract Term, and any succeeding renewal periods, the Contractor shall have control of or rights to use the Disposal Facility(ies) either through ownership or by lease of a term equal to or longer than the Contract Term.

2.4.3.2 The Disposal Facility(ies) proposed shall provide capacity to reliably receive the quantity of City Wastewater By-product called for in this RFP during the Contract Term. Furthermore, any Disposal Facility(ies) must comply with the environmental criteria set forth in this RFP. Only those Disposal Facility(ies) listed in the Proposal or subsequently approved in writing by the City may receive Biosolids and/or GSS.

## 2.4.4 Environmental Considerations

- 2.4.4.1 Upon the date of submission of a Proposal to this RFP, all proposed Disposal Facility(ies) shall have the requisite environmental permits. From the commencement date of the Contract Term and continuing throughout the Contract Term, the Disposal Facility(ies) shall maintain compliance with all applicable existing and future federal, state and local laws, ordinances, rules, regulations, and requirements.
- 2.4.4.2 The Disposal Facility(ies) may be either a landfill, incinerator, and/or thermal processor specifically authorized to accept dewatered/stabilized biosolids. In either case, the Disposal Facility(ies) shall be designed to provide the maximum environmental protection and the least environmental impact possible, and will, at a minimum include odor control, air emission controls, and leachate control, as appropriate.
- 2.4.4.3 If the Disposal Facility(ies) is a landfill, it must be designed and operated in accordance with applicable federal, state, and local environmental regulatory requirements, but in no case to a lesser standard than those stated in the Part 258 Standards under the Resource Conservation and Recovery Act (RCRA) Subtitle D and, if in Pennsylvania, those stated in the Pennsylvania Code at Title 25, Chapter 273, as may be amended from time to time.
- 2.4.4.4 If the Disposal Facility(ies) is an incinerator/thermal processor, it must be designed and operated in accordance with applicable federal, state, and local environmental regulatory requirements but in no case to a lesser standard than those stated in the Section 111(d) Emission Guidelines for Municipal Waste Combustors under the Clean Air Act Amendments, 42 U.S.C.S. 7401, et. seq., and, if in Pennsylvania, the Pennsylvania Code at Title 25, Chapter 283, as may be amended from time to time.
- 2.4.4.5 Copies of state issued landfill operating or air quality permits (incinerators) for each Disposal Facility (landfills, incinerators, and/or thermal processors) to be used by Respondent shall be submitted with RFP #D0231P.

## 2.5 **Operational Specifications**

The Contractor's objective is maintaining the Disposal Facility(ies) during the Contract Term. The City's objective is the provision by the Contractor of environmentally safe, reliable, and economical disposal of wastewater By-Products.

### 2.5.1. Operating Hour Requirements

2.5.1.1 The Contractor will receive Biosolids products at the BRC, Mondays through Fridays between the hours of 6:30 AM and 3:30 PM as per the BRC's procedures for biosolids loading. Saturday and/or holiday loading may occasionally be offered by the City, in the sole discretion of the City. This discretion also applies to any additional hours of BRC scale operation. All Saturday and holiday loading will be limited to between the hours of 6:30 AM and 1:30 PM.

2.5.1.2 The Contractor will receive GSS at the SWWPCP. Hours of loading and container pick-up shall be coordinated with plant his/her manager or designee. Contractor may typically arrange arrivals for periods on Mondays through Fridays between the hours of 7:00 AM and 3:00 PM. Alternative arrangements for Saturday, Sunday, and holidays may be directed by plant manager, particularly if inclement weather is forecast. There shall be no additional charge for loads removed on Saturdays, Sundays, or holidays.

### 2.5.2 Management Services

2.5.2.1 Contractor must provide certain management services connected with this contract for transportation and disposal of Wastewater By-products per Item 5.9, Managerial and Operational Plan. Such services include the development of a technical plan (Item 5.9) and the preparation of reports as listed in Item 2.7

### 2.5.3 Disposal Schedule Requirements

2.5.3.1 Removal Schedule from BRC

2.5.3.1.1 The City anticipates removal of Biosolids from BRC on a schedule that is influenced by seasonal requirements. Due to variations in the seasonal demand for Biosolids for recycling, the requirement for disposal of Biosolids will be higher in the winter and summer seasons.

2.5.3.1.2 During the peak recycling periods, the City has the option of calling on a weekly basis for disposal of Biosolids limited to one thousand (1,000) wet tons.

2.5.3.1.3 Prior to hauling and disposal activities, the Contractor shall meet with the Plant Managers at BRC and the SWWPCP to develop a mutually agreeable loading and hauling schedule. It is anticipated, but not guaranteed, that removal of these products will be on an even schedule.

#### 2.5.3.2 Removal Schedule for Rail Transport

To the extent possible, the City will provide steady deliveries through the Contract Term for Biosolids transported by rail requested by Contractor and agreed to by the City, in recognition of the logistics requirements that container shipment entails.

#### 2.5.3.3 Removal Schedule for GSS by Truck

Fifteen truckloads removed biweekly from the SWWPCP of GSS is the anticipated removal schedule.

### 2.5.4 Transportation Requirements

#### 2.5.4.1 Truck Transport of Biosolids

2.5.4.1.1 All dump trucks used in the transportation of biosolids from the BRC shall have at least a thirty-five (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 must carry a copy of the Emergency Spill Plan (ESP) in their cabs.

2.5.4.1.2 The ESP 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 Pennsylvania Department of Transportation (Penn Dot) particularly for the transportation of municipal solid waste. Additionally, all trucks must have, in addition to its two (2) standard tall gate locks, four (4) additional auxiliary tail gate locks.

2.5.4.1.3 Trucks will have a sealed waterproof tail gate and they will be washed on a daily 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.

2.5.4.1.4 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 reserves the right to withhold the scale ticket for any overloaded truck.

2.5.4.1.5 Contractor 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. Respondent is responsible for obeying all laws regarding the transportation of Biosolids 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.

#### 2.5.4.2 Rail Transport of Biosolids

2.5.4.2.1 The Contractor may transport Biosolids from the BRC in containers for the purpose of rail transport to Disposal Facility(ies).

2.5.4.2.2 Contractor shall use covered, securable containers or rail cars for rail transport of Biosolids. Container should have a capacity of twenty (20) tons. Containers may be removed by Contractor by tractor truck to a point of rail transfer arranged by the Contractor. Alternately, Contractor may haul in rail cars, if appropriate arrangements may be made by rail carriers. The BRC adjoins an active rail line capable of accommodating rail service, and, further, a rail spur has recently been constructed under contract to the US Army Corps of Engineers at the PWD Offsite Compost Storage Area, located close to the BRC on Hog Island Road. The City will cooperate in developing workable rail access.

2.5.4.2.3 To the extent possible, the City will provide steady deliveries through the contract term for that Biosolids transported by rail requested by Contractor and agreed to by the City  
SWWPCP Location for Truck Transport  
SWWPCP Location for Truck Transport

2.5.4.3 SWWPCP Location for Truck Transport

2.5.4.3.1 For truck loading of GSS at the SWWPCP, the same requirements for Biosolids apply to truck transportation of GSS.

## 2.5.5 Weigh Scale Requirements

2.5.5.1 All trucks and rail containers used in the transportation of City Biosolids from BRC or GSS from the SWWPCP shall be weighed at the certified truck scale located at the BRC. In the event of rail haul in rail cars, Contractor shall arrange for gross and tare weights at a certified rail weigh scale.

2.5.5.2 In the event the BRC scale is inoperable, the Contractor will be directed to another certified weigh scale in proximity to the BRC. Vehicles handling containers are not required to be weighed at City facilities, although the receiving disposal facility must be equipped with a certified weigh scale and all loads must be weighed.

2.5.5.3 Additional weighing expenses, if any, are to be billed to the City at cost, with full documentation. Contractor must also obtain certified weight tickets at the receiving landfill or Disposal Facility(ies) documenting the full and actual quantity of Wastewater by-products disposed.

## 2.6 **Rejection of Deliveries**

The Contractor may not reject any load of Biosolids delivered by the City. The Contractor shall be required to develop procedures for managing and reporting any characteristic in the Biosolids that, in the Contractor's opinion, is different from Biosolids approved for disposal at the time of contract signing and creates a condition rendering the Biosolids unacceptable for discharge at the Disposal Facility(ies).

The City will not be responsible for the handling and disposal costs of any unacceptable Biosolids delivered to the Disposal Facility(ies) unless Contractor can clearly demonstrate that such waste originated at the City and that the material, upon chemical or physical analysis by a certified laboratory, is confirmed unacceptable for disposal at the Contractor's Disposal Facility(ies).

## 2.7 Data Recording and Reporting

2.7.1 Contractor shall prepare daily, monthly and annual reports. Except as otherwise noted below, reports shall be delivered to the Plant Manager of the BRC, 7800 Penrose Ferry Rd, Philadelphia, PA 19153.

### 2.7.2 Daily Reports

Contractor shall provide the City with daily reports of the individual loads of Biosolids received by the Contractor at its Disposal Facility(ies). The daily report shall be transmitted to the Plant Manager at BRC.

### 2.7.3 Monthly Reports

Contractor shall provide the City with monthly reports within twenty (20) days following the end of each calendar month during the Contract Term and any renewal periods. Such reports shall include, but will not necessarily be limited to, the following facilities operation data:

2.7.3.1 Any changes in the Disposal Facility(ies) operating plans

2.7.3.2 The quantity of Biosolids transported to and received at the Disposal facility(ies); and

2.7.3.3 The quantity of GSS transported to and received at the Disposal facility(ies) designated by the Contractor.

2.7.3.4 The report shall include any incidents of non-compliance or accidental release of loads

2.7.3.5 The Monthly Report is due on the fifth of each month at 10:00 AM or, if this day falls on a weekend or City holiday, on the following business day.

### 2.7.4 Annual Reports

The Contractor will prepare an annual report that incorporates a summary of monthly operations reports for the preceding twelve (12) month period. This report will be submitted to the City within sixty (60) days following the end of each City Fiscal Year (7/1 to 6/30) during the Contract Term, and any renewal periods.

2.8 **Inspection and Visitation**

The Contractor shall provide to the City reasonable access to the Disposal Facility(ies) during operations for the purpose of inspection of the work for compliance with the Contract. The Contractor is encouraged to provide reasonable access to local community representatives as a means of continued disclosure to the host community of the environmental compliance of the Disposal Facility(ies).

2.9 **Subcontractors**

2.9.1 The Contractor may use subcontractors with prior written approval by the City. However, the Contractor may not add any additional fees or charges to the subcontractors invoice.

2.10 **Participation Of Disadvantaged, Minority, Woman And Disabled Owned Business Enterprises In City Contracts**

2.10.1 This RFP is subject to the Mayor’s Executive Order, #02-05 and/or Chapter17-500 of the Philadelphia Code. See Attachment I for the document entitled “Participation of Disadvantaged, Minority, Woman, and Disabled Owned Business Enterprises in City Contracts” and the requirements that apply to this RFP.

Executive Order 02-05 Participation

DSBE:	1% - 2%
MBE:	5% - 10% and/or
WBE:	5% - 10%

3 **EVALUATION**

3.1 **Methodology**

3.1.1 After receipt of the Proposals, those Proposals which meet the tests of responsiveness will be reviewed by a selection committee consisting of representatives of the Procurement Department and the Water Department and the Law Department.

3.1.2 Evaluation factors to be considered include, but are not necessarily limited to, those set forth in Section 3.2 below, and may also include any other factors which the City considers relevant to the evaluation of the Proposal. No particular order of importance or other priority is reflected by the order of the factors listed in Section 3.2.

## 3.2 **Criteria**

- 3.2.1 In its evaluation of the Proposals the City will take into consideration the following criteria:
- 3.2.1.1 Cost. Cost to the City is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. The City may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Respondent proposing the lowest cost to the City. A contract will be awarded to the Respondent whose Proposal the City, in its sole discretion, determines will provide the most effective solution to the requirements of the City and is otherwise in the best interests of the City.
  - 3.2.1.2 Past performance of the Respondent with similar clients providing similar work.
  - 3.2.1.3 Corporate qualifications to provide the proposed services including resources, skills, and financial viability. Corporations must provide an annual statement. Private companies must provide a statement of equal merit.
  - 3.2.1.4 Cost, past experience, and corporate qualifications each will comprise 3 point for rating.
- 3.2.2 Individual qualifications of proposed personnel, as described more fully in paragraphs 5.9.2 and 5.9.3 below, should demonstrate the knowledge, experience and capabilities of Respondent to carry out the requirements of this contract.
- 3.2.3 The submitted Proposals will then be evaluated by the City selection committee, and those Respondents deemed by the selection committee to be best qualified may be requested to participate in further discussions concerning their Proposals. Discussion may cover cost, methods, and any other relevant factors.

### 3.3 **Award**

The City reserves the right, at any time prior to execution of a final contract, to enter into post-submission negotiations and discussions with any or all Respondents regarding price, scope of services, or any other term of their Proposals, and such other contractual terms as the City may require, and to negotiate acceptable terms in an otherwise unacceptable Proposal at any time prior to execution of a final contract. The City may, in its sole discretion, enter into simultaneous, competitive negotiations with multiple Respondents or negotiations with individual Respondents. Negotiations with Respondents may result in the enlargement or reduction of the scope of the services or changes on other terms that are material to the RFP and the submitted Proposals. In such event, the City shall not be obligated to inform other applicants of the changes or to permit them to revise their Proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest. In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time and/or to enter into or to continue negotiations with other Respondents.

### 3.4 **Performance Bond**

If the successful Respondent's Proposal for the first period of the contract is \$500,000.00 or less, then upon award, the City shall notify the Respondent and will require a performance bond fee to be paid in an amount specified on the Letter of Award. If the successful respondent's PROPOSAL for the first period of the Contract is in excess of \$500,000.00, the City will require the successful Respondent to provide an individual performance bond in the amount 100% of the total estimated expenditures for the first period of the Contract. For any subsequent renewal periods, the City will inform the Respondent, in writing, of its intent to renew the Contract. The Respondent will be required to pay a performance bond fee (if estimated expenditures for the renewal period are \$500,000.00 or less) or to renew the performance bond (if estimated expenditures are in excess of \$500,000.00). Failure to secure such bonding for any renewal period will be considered a breach of the Contract and will entitle the City to all rights and remedies under the law.

### 3.5 **Bond Preparation Fee**

If the contract amount exceeds \$500,000 the successful Respondent shall also be responsible for paying a bond preparation fee to the Law Department as determined by City Council ordinance. A schedule of the bond preparation fees is included in Attachment III.

## 3.6 Insurance

3.6.1 Contractor shall procure and maintain at its cost and expense, during the entire period of the Contract (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "Occurrence" basis and not a "Claims-Made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. 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.

### 3.6.2 Additional Insured Requirement

The City, its officers, employees, and agents are to be named as additional insureds on all policies required hereunder except the Workers Compensation and Employer's Liability. Also, an endorsement is required stating that the coverage afforded to the City and its officers, employees, and agents as additional insureds will be primary to any other coverage available to them.

3.6.2.1 Workers' Compensation and Employer's Liability.

3.6.2.2 Workers' Compensation – Statutory Limits.

3.6.2.3 Employer's Liability: \$500,000 each accident bodily injury by accident; \$500,000 each employee bodily injury by disease; \$500,000 policy limit bodily injury by disease.

3.6.2.4 All states endorsement.

### 3.6.3 General Liability Insurance

3.6.3.1 Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

3.6.3.2 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; for asbestos abatement projects only – asbestos abatement liability coverage.

### 3.6.4 Automobile Liability

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

3.6.4.2 Coverage: Owned, non-owned, and hired vehicles.

3.6.4.3 The auto liability policy should be increased to a minimum of \$2,000,000 and must be endorsed to insure liabilities arising out of pollutants being transported by auto; and

In addition to a pollution coverage endorsement, the hazardous substance hauler should be required to have the Motor Carrier Act endorsement on their policies. This endorsement is required to assure that motor carriers will respond to liabilities arising from their acts, including the costs of environmental restoration.

### 3.6.5 Professional Liability Insurance

3.6.5.1 Limit of Liability: \$1,000,000 with a deductible not to exceed \$10,000.

3.6.5.2 Coverage: Errors and omissions including liability assumed under this contract.

3.6.5.3 Coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after the completion of the services.

### 3.6.6 Environmental Impairment or Pollution Liability Insurance

(i) Limit of Liability: \$2,000,000 per occurrence for bodily injury (including death) and property damage.

(ii) Coverage shall include sudden, accidental and gradual occurrences and may be written on a claims-made basis provided that coverage for occurrences happening during the term of this contract be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years beginning from the time the work under this contract is completed.

3.6.7 Certificates of Insurance evidencing the required coverage shall be submitted to the City within ten (10) days of notice of contract award and must indicate the City contract number. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the Contractor.

## 4 **Proposal Requirements**

### 4.1 **Authorized Signature; Certification**

The Proposal must contain the signature of a duly authorized officer or agent of the Respondent's company who has the power to bind the company to the requirements, terms and conditions contained in this RFP. Proposals submitted without such signature may, in the City's sole discretion, be rejected without further consideration.

The Respondent, by signing its Proposal, certifies (i) that its Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation; (ii) that it has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; (iii) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a Proposal; and (iv) that it has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

### 4.2 **Proposals Binding**

By signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section 4.3, Transmittal Letter, each Respondent agrees to be bound by the terms and conditions, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. A Respondent's refusal to enter into a contract that reflects such terms and conditions may, in the City's sole discretion, result in rejection of the Proposal, termination of any negotiations with the Respondent, and/or Respondent's forfeiture of the Proposal Security as set forth in the "Proposal Security" section below.

It shall be the Respondent's responsibility to review and verify the completeness of its Proposal.

Respondents may withdraw or modify their Proposals at any time prior to the Submission Date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the City's Primary Contact. The City reserves the right, at its sole discretion, to permit or require modifications to any Proposal after it is submitted, as set forth in the "Reservation of Rights" sections of the RFP.

#### 4.3 **Transmittal Letter**

One signed original transmittal letter, on the firm letterhead of the Respondent, and ten (10) copies of the letter shall accompany the Proposal. The original letter shall be signed by a person with authority to bind the Respondent to all terms of the Proposal. Submission of the signed letter with the Proposal constitutes the Respondent's acceptance of all terms, conditions, and requirements of the RFP, and further binds the Respondent to all terms of the submitted Proposal.

The transmittal letter shall include all of the following:

- (a) The name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any) of the firm submitting the Proposal;
- (b) The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the Proposal;
- (c) The title of the RFP and the City RFP number (if any), as set forth on the cover page of the RFP;
- (d) The following statement: By this letter, \_\_\_\_\_ [insert firm name of Respondent] submits its Proposal in response to City of Philadelphia Request for Proposals For \_\_\_\_\_ [insert RFP title and RFP number, if any, from RFP cover page]. By signing this letter, the undersigned binds \_\_\_\_\_ [insert firm name of Respondent] to all terms of the Proposal; represents and warrants that s/he has the authority to so bind \_\_\_\_\_ [insert firm name of Respondent]; and acknowledges that \_\_\_\_\_ [insert firm name of Respondent] and the undersigned each understands and accepts the terms, conditions, and requirements of the foregoing Request for Proposals.
- (e) The name, street address, email address, telephone and facsimile numbers and contact person of the firm which will guarantee performance of the Contract if it is a firm other than the Respondent (including, but not limited to, parent corporations);
- (f) A statement that the Proposal remains open and valid until at least one hundred and eighty (180) days from receipt of the proposal (or such different time as may be provided in Section 4.2, Proposals Binding);
- (g) A statement that the participation ranges for Minority, Women, and Disadvantaged Business Enterprises specified in Section 2.10 and Attachment I of the RFP will be met; or, if the ranges will not be met, a statement to that effect, with documentation (referenced in and attached to the transmittal letter) as to why the ranges cannot be met as provided in Attachment I;

- (h) Attached to the transmittal letter shall be the Proposal Security in accordance with Section 5.5, Proposal Security and the Proposal Processing Fee in accordance with Section 5.3, Proposal Processing Fee.

4.4 **Tax Exemption**

The City is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania Sales Tax. The price Proposal must be net, exclusive of taxes.

4.5 **Ethics Requirements**

4.5.1 To preserve the integrity of City employees and maintain public confidence in the competitive RFP system, Executive Order No 02-04 effective September 18, 1988, prohibits the solicitation or acceptance of anything of value from any person seeking to initiate or maintain a business relationship with City departments, boards, commissions, and agencies. This order is intended for any person(s) whose business or activities are inspected or regulated by any City agency, engaged as either principal or attorney in proceedings before any City agency or court of law in which the City is an adverse party, or whose interests may be affected by the performance or nonperformance of any employee's official duties.

4.5.2 All City employees presented with gifts or gratuities as indicated above have been instructed to report these actions to the appropriate authorities, who shall in turn act to the fullest extent of City policies and regulations governing these practices. All Respondents, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Office of the Inspector General (215) 686-1770, or forward documented incidents to the attention of the Inspector General, 1101 Market Street, 4<sup>th</sup> floor, 1101 Market Street, Philadelphia, PA 19107. A complete copy of this Executive Order is available for inspection by concerned parties in the Procurement Information Office, 1401 John F. Kennedy Boulevard, Room 170, Municipal Services Building, Philadelphia, PA 19102. between the hours of 9:00 AM and 4 PM.

#### 4.6 **Tax Requirements**

4.6.1 Any Respondent 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, 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 Proposal has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of service 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:

Business Privilege Taxes;  
Net Profits Tax;  
City Wage Tax.

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

#### 4.7 **Indemnification**

All Respondents 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 Respondent's act or omission or fault or negligence or the act or omission or fault or negligence of Respondent'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 Respondent'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 RFP.

#### 4.8 **Payment**

- 4.8.1 The Contractor shall be paid for the actual services performed based upon the prices in the executed contract.
- 4.8.2 Contractor shall invoice once per month per purchase order, if applicable, and the invoice shall state the dates of the services performed, the type of service and the cost to the City
- 4.8.3 The City shall review the invoices and make payments monthly. The Contractor will be paid by the City through the City's normal accounting procedures.

#### 4.9 **Audits**

- 4.9.1 The Respondent agrees to provide the City with auditing privileges.
- 4.9.2 The Contractor shall preserve books, documents and records for a period of three (3) years from completion of the contract. During the term of the Contract, all information obtained by the contractor in the performance of this contract will be made available to the City immediately upon demand. If requested, the Contractor shall deliver to the City background material prepared or obtained by the contractor incident to the performance of this contract. Background material is defined as original work papers, notes, and drafts prepared by the contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, instructional material, reports, pamphlets, maps, and drawings.

#### 4.10 **Confidential/Proprietary Information**

- 4.10.1 The Respondent must agree to treat all information obtained from the City which is not generally available to the public as confidential and proprietary to the City. Respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. Respondent agrees to indemnify and hold harmless from and against all liability, demands, claims, suits, losses, damages, causes of action, fines, and judgments (including attorney's fees) resulting from any use or disclosure of such confidential information by Respondent or employees, or any person acquiring such information, directly or indirectly, from Respondent.

#### 4.11 **Non-Discrimination**

- 4.11.1 In the performance of this Agreement, the contractor shall not discriminate or permit discrimination against any person because of race, color, sex, religion, national origin, or ancestry. The contractor agrees that such discrimination constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

4.11.2 In accordance with Chapter 17-400 of the Philadelphia Code, the Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges, or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin, or ancestry, constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law and equity. The Contractor agrees to include the immediately preceding sentence, with adjustments for the identities of the parties, in all subcontracts which are entered into for Work to be performed pursuant to this Agreement. The Contractor further agrees to cooperate with the City's Commission on Human Relations ("Commission") 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 a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law and equity.

**4.12 Certification of Non-Indebtedness**

4.12.1 Respondent is to state if the company, or its subcontractors or any partners or officers of the company or subcontractors are delinquent in payment of any debts or obligations to the City.

4.12.2 As part of the Contract, the successful Contractor will be required to certify that they have no tax indebtedness to the City and to make this certification a part of any sub-contractor's agreement.

**4.13 Termination Due To Non-Appropriation of Funds**

4.13.1 It is the intent of the Procurement Department to make an award for this RFP subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1 to the following June 30, inclusive.

4.13.2 Commodities or services on the contract resulting from this RFP to be ordered after the end of the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds until such orders are issued.

4.13.3 The Respondent's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

**4.14 Termination for Convenience**

The City reserves the right to terminate the Contract for any reason upon thirty (30) days written notice to the contractor. In the event the City terminates the Contract pursuant to this paragraph, contractor shall continue to provide services to the effective date of termination and the City shall pay Respondent for services rendered to such date. The City shall incur no liability beyond such amount.

4.15 **Termination for Cause**

The City reserves the right, if Respondent shall at any time fail to perform any of its obligations under the contract resulting from this RFP or fails to provide services, and such failure to provide services shall continue for a period of one (1) day after notification thereof (written or oral) from the City's Procurement Department or the failure to provide services on two (2) separate occasions (to be determined by the Procurement Department) during the term of the Contract. Then, in addition to any other remedies provided hereunder or at law, the City may immediately terminate this contract and obtain services from another Respondent or provide service itself and Respondent shall be liable for all costs and expenses incurred by City in obtaining such other services (see paragraph 5 of "Service Contract").

4.16 **Types of Respondents Restricted**

Respondents must not be a party to more than one Proposal for the same goods or service at the risk of having all Proposals in which that Respondent is so interested rejected.

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

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

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

## 5. SUBMITTAL REQUIREMENTS

### 5.1 General

- 5.1.1 To be considered responsive to this RFP the instructions contained herein shall be followed by the Respondent.
- 5.1.2 Specifically, if any of the submittal requirements are omitted or any exceptions to the technical requirements or contractual terms and conditions are taken at the time of Proposal submission, then the Respondent may be eliminated from the Procurement process.
- 5.1.3 The City reserves the right to reject the Proposal if it is incomplete or if it is not in compliance with the required format. To be considered responsive, the proposal must be complete and should contain all of the requirements enumerated below.

### 5.2 Responsive Tests

#### 5.2.1 Receipt

- 5.2.1.1 Proposals should be received no later than the date and time set for submission. Respondents are completely and fully responsible for delivery of proposals on time and to the proper location. The date, time, and location for receipt of proposals are:

DATE:	<b><u>August 30, 2007</u></b>
TIME:	10:30 (AM)
LOCATION:	Procurement Department 1401 John F. Kennedy Boulevard Room 170A, Philadelphia, PA 19102
Municipal Services Building	

#### 5.2.2 MacBride Principals

- 5.2.2.1 In accordance with the requirements of Section 17-104 of the Philadelphia Code, the City may not enter into an original or renewal contract with any business entity that is engaged in certain, specific activities relating to Northern Ireland.
- 5.2.2.2 Accordingly, unless a waiver is requested and granted (which will be determined by the City after receipt of Proposals), the contract awarded pursuant to this RFP will contain a statement based on the MacBride Principals.

### 5.3 Proposal Processing Fee

- 5.3.1 In addition to proposal security and any other fee or monies required to be submitted with the proposal, the proposal shall be accompanied by a nonrefundable processing fee in the amount of **(\$600.00)**.

5.3.2 Failure to submit the Proposal Processing Fee may result in the Respondent's disqualification from award. In addition, if an award is made pursuant to this proposal, any unpaid processing fees owed by the Respondent to the City must be paid prior to the City's release of any payments under the contract.

#### 5.4 **Proposal Form**

5.4.1 The Proposal shall be accompanied by one signed original transmittal letter and ten (10) copies of the Proposal and the letter. The original letter shall be signed by a person with authority to bind the Respondent to all of the terms of the proposal.

5.4.2 The Proposals shall be neatly typed on 8-1/2" x 11" paper and marked clearly on the cover with Respondent's name and the RFP #. Each Proposal must be sealed to provide confidentiality of the information prior to the submission date and time. Proposals will not be accepted via facsimile machine. Proposals shall follow the form of the RFP and utilize the same numbered paragraphs. Tab separators shall be provided to identify the following sections:

- Cover Letter
- Transmittal Letter
- Proposal Security
- Managerial and Operations Plan
- Permits and Licenses
- Confidential Information
- Pricing Submission
- ATTACHMENTS
- I- MBEC Participation Goals
- II - Proposal Bond
- III – Bond Preparation Fee Schedule
- IV – Vendor Capabilities/Customer/Financial References

#### 5.5 **Proposal Security**

5.5.1 A proposal Security executed on the City's form (Attachment II) in the amount of ten (10%) percent of the amount of the proposal. A proposal which is not accompanied by this required security may be rejected.

5.5.2 Proposal Security may be retained by the City and forfeited by the Respondent if the Proposal is accepted, a contract thereon is awarded, and the Respondent fails to furnish the required bonding and insurance documents within fifteen (15) days after such award is made by the City. The City reserves the right to pursue any other rights or remedies it might have against the Respondent in such a case, legal or equitable, including but not limited to the right to hold the Respondent liable for any increased costs incurred by the City as a result of the Respondent's failure to contract with the City.

## 5.6 **Company Profile**

5.6.1 Provide a brief history of your organization and an executive summary that describes your company's qualifications. This summary shall include number of employees and number of years in business.

5.6.2 Indicate any parent or subsidiary relationships with other businesses.

5.6.3 Describe your corporate office organizational structure.

5.6.4 If you are a partnership or a joint venture, give the date of agreement, county and state where agreement was filed, and name and address of each partner. If you are a corporation, give the date and state of organization and the names and addresses of the officers.

## 5.7 **Capabilities and References**

5.7.1 List all contracts your company, related companies or subcontractors have had with the City or its related agencies in the last five (5) years.

5.7.2 List any experiences in the last five years in which you, your company, related companies and/or subcontractor failed to successfully complete a contract. List any contractual arrangements which were canceled or not renewed for poor performance.

5.7.3 Provide a list of at least five (5) customer references to whom your firm has provided similar services and with whom the contract between your firm and the customer is similar in size and scope to that specified in this RFP.

5.7.4 Provide the name, address and telephone number of your customer contact responsible for each account. At the discretion of the City, these persons may be contacted as references by the evaluation committee.

## 5.8 **Financial Information**

5.8.1 Provide the following information for your company and/or your partners. Respondents are to identify each submission of required information to its applicable paragraph.

- 5.8.2 A copy of your company's financial statements detailing balance sheet and profit and loss statement for the last three (3) years. The City reserves the right to request audited statements.
- 5.8.3 List bank reference(s) and suppliers. Include name and telephone of a person familiar with your accounts, types of accounts, loans or maximum line of credit, and relevant dates that accounts were established. These persons will be called by the City as references.
- 5.8.4 List all bankruptcy actions against you, your company, or related companies in the last seven (7) years.
- 5.8.5 List the Surety companies which have heretofore issued performance bonds to you for prior contracts. Give names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five (5) years due to unsuccessful completion of the contract.

## **5.9 Managerial and Operational Plan**

- 5.9.1 Provide a detailed summary as to how you propose to meet each of the City's requirements stated in Section 2, Scope of Work. At a minimum the following must be addressed or provided.
- 5.9.2 Staffing levels and equipment to be utilized to fulfill the requirements specified herein. Identify Respondent's management team, its support team, their background and experience.
- 5.9.3 The resumes of the of the management team that the Respondent will appoint to be ultimately responsible for the City's account. The resumes shall indicate the qualifications of the management staff with, as a minimum, their positions in the firm, their degrees and applicable certifications, their total years in the firm, their types of experience, and their job assignment for this project.
- 5.9.4 Procedures for dealing with the City's complaints about the quality and availability of services.
- 5.9.5 A technical plan containing a detailed description of how the required services, as described in Section 2, "Scope of Services", will be provided, and a discussion of how the Respondent proposes to satisfy all minimum requirements of the proposal.

## **5.10 Permits and Licenses**

- 5.10.1 Respondent shall include in the Proposal evidence of all permits and licenses necessary to carry out the functions necessary for the disposal of wastewater by-products. This could include copies of the state permit approval for acceptance of Biosolids and similar residuals for each Disposal Facility(ies).
- 5.10.2 Vendor shall demonstrate and submit with proposal it has control of or rights to use the Disposal Facility (ies) either through ownership or by lease of a term equal to or longer than the Contract Term and any subsequent renewal periods.

## 5.11 Confidential Information

- 5.11.1 If Respondent chooses to include material of a confidential nature, then the City will exercise reasonable efforts to keep such material confidential to the extent permitted by law. The Respondent shall mark confidential material as noted below. The Respondent must indicate reasons for confidentiality. The City will exercise reasonable care to honor confidentiality requests to the extent permitted by law.
- 5.11.2 Respondents should specifically identify pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of each volume of the proposal:

### **NOTICE**

The data on pages \_\_\_\_\_ of this Proposal, identified by an asterisk (\*) or marked along the margin with a vertical line, contain proprietary information that the Respondent desires not be disclosed. The Respondent requests that such data be used only for evaluation of the Proposal, and not be disclosed to the public except as may be required by applicable law.

## 5.12 Pricing Submission

- 5.12.1 Respondents will state, in the proposal, their price for the services detailed in the RFP and any other cost information that will be applicable to the contract. Respondents shall enumerate discounts for quantity purchases where appropriate the City desires to obtain the best available commercial rate for the services required by this solicitation. In the event that the Respondent provides another company or government entity with rates lower than those bid on this solicitation, the City requires the Respondent to lower their price and provide those same rates to the City.
- 5.12.2 All prices quoted shall remain fixed for the first year following execution of the contract between the successful Respondent and the City. The City shall, however, be entitled to any general published price reductions by the successful Respondent, including suppliers, which occur prior to the commencement of the particular service.
- 5.12.3 Payment for the contract items will be adjusted at the start of any renewal period based on the percent change in the Consumer Price Index as described in paragraph 5.12.4, below.
- 5.12.4 For billing purposes in the renewal periods, the current contract prices will be used to calculate price increases with a sum consisting of the current pricing multiplied by the increase in the CPI for the preceding September to September period. A cap of 4% is hereby established as the maximum cost increase for any renewal period.

5.13 Proposal Signatures

Proposals must be signed by a person authorized to bind the entity submitting the Proposal, on the following forms.

**Signing of Proposal:**

If Proposer is an INDIVIDUAL or a PARTNERSHIP, form must be dated and signed here:

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

\_\_\_\_\_  
(Business Name of Proposer)

\_\_\_\_\_  
(Typed or Printed Name and Title)

\_\_\_\_\_  
(Phone Number)

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

**Signing of Proposal:**

If Proposer is a CORPORATION, form must be dated and signed by President, Vice-President or other officer of the Corporation authorized to bind the corporation:

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

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

\_\_\_\_\_  
(Address Including Zip Code)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(President/Vice President)

\_\_\_\_\_  
(Typed/Printed Name and Title)

**ATTACHMENT I**

**PARTICIPATION OF DISADVANTAGED MINORITY, WOMAN, AND  
DISABLED OWNED BUSINESS ENTERPRISES IN CITY CONTRACTS**

**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>							
BID# AND TITLE -		Name of Bidder		Bid Submission Date							
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	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
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	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
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	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
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	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
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.



**ATTACHMENT II**

**CITY OF PHILADELPHIA**

**PROPOSAL BOND**

# **CITY OF PHILADELPHIA**



## **PROPOSAL BOND**

**FOR CITY OF PHILADELPHIA RFP NUMBER:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS, THAT WE**

\_\_\_\_\_ as Principal (hereinafter called the "Principal Obligor"), and

\_\_\_\_\_ (as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE TOTAL ESTIMATED EXPENDITURES (\$700,000.00)** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_ two-thousand and seven (2007).

**WHEREAS** the above bounded Principal Obligor, submitted a PROPOSAL pursuant to the above-referenced Proposal number to provide certain goods, services, or equipment to the City of Philadelphia.

**NOW THE CONDITION OF THIS OBLIGATION IS SUCH,** That if the City of Philadelphia shall accept the PROPOSAL of the Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such PROPOSAL, and furnish such bond or bonds as are specified in the PROPOSAL documents with good and sufficient surety, for the faithful performance of the contract; or in the event of the failure or refusal of the Principal Obligor to enter into such contract and give such bond or bonds, if the Principal Obligor shall pay to the City the difference between the amount specified in said Proposal and such larger amount for which the City may legally contract with another party to provide the goods, services, or equipment required by said PROPOSAL, then this obligation shall be null and void, otherwise to remain in full force and effect.

And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

**CORPORATE SEAL:**

**PRINCIPAL OBLIGOR:**

\_\_\_\_\_  
President/Vice-President (SEAL)

\_\_\_\_\_  
Secretary/Treasurer (SEAL)

**SURETY SEAL:**

**SURETY:**

Attorney-In-Fact

\_\_\_\_\_

**INSTRUCTIONS:**

- (1) ALL VENDORS MUST UTILIZE THIS PROPOSAL BOND FORM WHEN SUBMITTING A PROPOSAL TO THE CITY.
- (2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, PROPOSAL BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE PROPOSAL THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE PROPOSAL BOND.
- (3) PROPOSAL BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

**ATTACHMENT III**

**BOND PREPARATION FEE SCHEDULE**



**CITY OF PHILADELPHIA**  
**PROCUREMENT DEPARTMENT**  
**BOND PREPARATION FEE SCHEDULE**

As provided for under City law, the City must charge a preparation fee each time it prepares the paperwork for an individual bond required by a City contractor.

The fee applies to bonds for:

- all Capital construction contracts;
- all Demolition contracts.
- all Service, Supply and Equipment contracts not covered by the City's Master Bonding Program.

**BOND PREPARATION FEE (IN DOLLARS)**

**BOND AMOUNT**

F.Y. '97 and Thereafter		
\$0 -	\$2,500	\$0
\$2,501 -	\$5,000	\$0
\$5,001 -	\$10,000	\$0
\$10,001 -	\$20,000	\$0
\$20,001 -	\$50,000	\$120
\$50,001 -	\$100,000	\$170
\$100,001 -	\$250,000	\$260
\$250,001 -	\$500,000	\$340
\$500,001 -	\$1,000,000	\$520
Over -	\$1,000,000	\$1,000

The bond amount required is 100% of the total dollar amount of the contract.

For the appropriate fee, the Law Department will prepare the documents.

The vendor will then take the documents to a surety company in order to purchase the bond.

**If you require additional information, please call the Public Information Unit at 686-4720/4755.**

**ATTACHMENT IV**

**VENDOR CAPABILITIES/CUSTOMER REFERENCES**

**&**

**FINANCIAL REFERENCES**

**Vendor Qualifications**

Answer the following questions by providing the required information in the space provided. If additional space is required, attach additional sheets; however, be certain to indicate the RFP number as shown on the cover sheet of this document.

**A. GENERAL**

**1. VENDOR NAME**

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

2. Years in Business under this Company Name: \_\_\_\_\_

3. Gross Sales From Service In Millions (U.S. and

2003 _____	2002 _____
Proposed	Actual

2001 _____	2000 _____
Actual	Actual

1999 _____
Actual

4. Number of Employees: \_\_\_\_\_

**FINANCIAL REFERENCES**

(1) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(2) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(3) BANK COMPANY NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

(4) BANK COMPANY NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

(5) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(6) SUPPLIER - COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(7) SUPPLIER - COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(8) SUPPLIER - COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(9) SUPPLIER - COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(10) SUPPLIER - COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

CUSTOMER REFERENCES

**Reference #1 (Current)**

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
DATE CONTRACT ESTABLISHED

**Description of Services provided.**

**Reference #2 (Current)**

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
DATE CONTRACT ESTABLISHED

**Description of Services provided.**

**Reference #3 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

---

ZIP CODE

---

CONTACT PERSON

---

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of Services provided.**

**Reference #4 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

---

ZIP CODE

---

CONTACT PERSON

---

TELEPHONE NO.

---

DATE CONTRACT ENDED

**Description of Services provided.**

**Reference #5 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

---

ZIP CODE

---

CONTACT PERSON

---

TELEPHONE NO.

---

DATE CONTRACT ENDED

**Description of Services provided.**

**Reference #6 (Government Entity [Other than City of Phila.]**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

---

ZIP CODE

---

CONTACT PERSON

---

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of Services provided.**

**Reference #7 (Government Entity [Other than City of Phila.]**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of Services provided.**

**Reference #8 (Government Entity [Other than City of Phila.]**

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of Services provided.**