

**REQUEST FOR PROPOSALS  
FOR  
DISPOSAL OF  
WASTEWATER BY-PRODUCTS  
(OPPORTUNITY #21071025110518)  
&  
(RFP #T8D0231-P)**

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

**You are hereby notified of the following changes to the above mentioned RFP:**

**IMPORTANT NOTICE:** Among various changes to the document there is one that affects all RFP submittals. All vendors who are submitting the RFP Proposal must utilize a new, dual system. The dual system involves both the submittal of hard copy documents to Procurement as well as an electronic submittal via eContractPhilly. Proposals must be submitted as described in Section 5 of the RFP (hard copies) **and** as described on eContract Philly (electronically). Applications and instructions for eContract Philly are located at <http://ework.phila.gov/econtractphilly>. **Please note that only proposals submitted in both mediums will be eligible for award.**

**NOTE: Do not submit any hard copies to the Water Department. All Hard copies must be submitted to the Procurement Department, Room 120 MSB. Please be sure to follow the individual submittal instructions for both the hard copy and electronic versions as they differ in content.**

This Request for Proposal may be found on the Procurement Department's website,

<http://mbec.phila.gov/procurement>, as Bid Number RFP #T8D0231-P and on the eContract Philly website,

<https://ework.phila.gov/econtractphilly/>, as Contract Opportunity Number 21071025110518, following the website instructions,

<https://ework.phila.gov/ECONTRACTPHILLY/documents/frmPDFWindow.aspx?inc=https://ework.phila.gov/ECONTRACTPHILLY/Inc/Instructional%20Manual.pdf>.

**See Section 5 of the RFP, Submittal Requirements, for complete instructions. Applications and proposals that are not submitted online through the eContract Philly website will be rejected.**

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

## **“eContract Philly” MANDATORY ONLINE APPLICATION PROCESS**

You must apply online in order to be eligible for award of the posted non-competitively bid contract opportunity; proposals or any other response to a Request for Proposals will not be considered unless you have filed, within the prescribed time period, an application through eContract Philly for the posted opportunity. All applications must be submitted electronically through the eContract Philly online application process at [www.phila.gov/contracts](http://www.phila.gov/contracts), choose eContract Philly.

Applicants and contractors are now required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether they have received any requests or advice on satisfying minority owned business participation goals from City employees. This information, as well as a proposal or any other response document required, are part of the online application. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

**Applicants who have failed to file complete applications through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.**

eContract Philly encourages Applicants to start and complete their online applications as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission.

You can begin uploading (or attaching) your application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

All Applicants must complete the following disclosures on the City’s contracting website: <https://ework.phila.gov/econtractphilly/>

1. Applicant Campaign Contribution Disclosure Form
2. Consultant Disclosure Form
3. Sub Consultant Disclosure Form
4. City Employee Request Disclosure Form
5. City Employee Participation Advice Disclosure Form

The disclosures are available only electronically as part of the online application. Again, please see instructional material available on the eContract Philly website, including the 2Instructions Manual, FAQs, Sample Application, and other documents available on the left-side navigation bar under Vendor Section.



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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

[NOTE: Refer to Addendum #3 for additional definitions for “Applicable Law,” “Change in Law,” Change in Law Adjustment,” Change in Law Costs,” and “Price Submission Date.”]

“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. [NOTE: refer to response to Addendum #2, Question 35 for further information.]
  - 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 was held for 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 was 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. Any Respondent after this date who wishes to conduct an inspection of the Biosolids Recycling Center is invited to do so by contacting Plant Manager, James Golembeski, at 215-685-4073 during normal business hours prior to the submittal date for proposals.

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 (T8D0231P) 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 1.9.2.

#### **1.11 Reservation of Rights and Confidentiality**

1.11.1 By applying for a RFP opportunity, the respondent understands and agrees to this reservation of rights.

1.11.1.1 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;

1.11.1.2 to reject any and all proposals and to reissue a RFP opportunity at any time prior to execution of a final contract;

1.11.1.3 to issue a new RFP opportunity with terms and conditions substantially different from those set forth in a previous RFP opportunity;

1.11.1.4 to issue a new RFP opportunity with terms and conditions that are the same or similar as those set forth in a previous RFP opportunity in order to obtain additional proposals;

1.11.1.5 to extend a RFP opportunity in order to allow for time to obtain additional proposals prior to the RFP opportunity application deadline; or,

1.11.1.6 to cancel a RFP opportunity with or without issuing another RFP opportunity.

## 1.11.2 Proposal Selection Process and City's Reservation of Rights in Connection with Selection of Proposal(s) for Review

1.11.2.1 The City reserves and may exercise any one or more of the following rights and options with respect to its selection process:

1.11.2.2 to reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of a RFP opportunity or it is otherwise in the best interest of the City to reject the proposal;

1.11.2.3 to supplement, amend, substitute or otherwise modify a RFP opportunity at any time prior to award of one or more respondents for negotiation;

1.11.2.4 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;

1.11.2.5 to reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the RFP opportunity or contains erasures, ambiguities, alterations or items of work not called for by the RFP opportunity;

1.11.2.6 to waive any informality, defect, non-responsiveness and/or deviation from the RFP opportunity that is not, in the City's sole judgment, material to the proposal;

1.11.2.7 to permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the respondents following proposal submission and before contract award and/or contract execution.

## 1.11.3 Proposal Evaluation Process and City's Reservation of Rights in Connection with Proposal Evaluation and Contract Negotiation

1.11.3.1 Proposals, which the City determines in its sole discretion, are responsive to a RFP opportunity, will be reviewed and evaluated by the City. The City reserves the right to request respondents to make one or more presentations to the City at the City's offices at respondent's sole cost and expense, addressing respondents' ability to achieve the objectives of the RFP opportunity. The City further reserves the right to conduct on-site investigations of the respondents' facilities or of those facilities where the respondent performs its services. Proposals will be evaluated, in part, according to whether the respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the RFP opportunity.

1.11.3.2 The City reserves the right to enter into negotiations 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, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents either together or in a sequence. Negotiations with respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms and the submitted proposals. In such event, the City shall not be obligated to inform other respondents 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. The City may 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.

1.11.3.3 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; to enter into or continue negotiations with other respondents; to reissue the RFP opportunity in order to solicit new respondents. The City reserves the right not to enter into any contract with any respondent, with or without the re-issuance of a RFP opportunity, if the City determines that such is in the City's best interest.

1.11.3.4 The City of Philadelphia, notwithstanding reservation of its right not to award any contract(s) pursuant to this RFP, intends to award a contract or contracts to one or more Respondents that best demonstrate the level of experience, skill and competence required to perform the services in the most efficient, cost-effective and professional manner.

#### 1.11.4 Confidentiality and Public Disclosure

1.11.4.1 The successful respondent shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful respondent agrees to indemnify and hold harmless the City, its officials and employees, 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 and/or proprietary information by the successful respondent or any person acquiring such information, directly or indirectly, from the successful respondent.

1.11.4.2 By submission of a proposal, respondents acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a respondent's assertion of confidentiality and/or proprietary data.

1.11.4.3 The City, notwithstanding reservation of its right not to award any contract(s) pursuant to this Request for Proposals, reserves its right to award a contract

or contracts to one or more Applicants, as determined necessary in the City's sole discretion.

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

1.11.1 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.

## **1 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 Respondent shall 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. [NOTE: Refer to Addendum #2, response to Questions 16 and 32 for further information.]

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 tail 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. [NOTE: Refer to Addendum #2, final paragraph, for clarification of 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)~~ five (5) days {NOTE: Changed per response to Addendum #2, Q/A 26] 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. [NOTE: Refer to Addendum #2, response to Questions #40 and #41 for further direction.]

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 Evaluation/ Selction Criteria

3.2.1 The City of Philadelphia, notwithstanding reservation of its right not to award any contract(s) pursuant to this RFP, intends to award a contract or contracts to one or more Respondents that best demonstrate the level of experience, skill and competence required to perform the services in the most efficient, cost-effective and professional manner. Respondents must be willing to work pursuant to the City's contract terms and conditions which include, without limitation, nondiscrimination requirements, indemnification of the City, insurance requirements, and cost principles. 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. Respondents are requested to express, to the extent practicable, their proposal prices in terms of dollars per ton of biosolids removed from the City. This will enable comparison of costs for services among alternatives offered by Respondents, as well as comparison between different Respondents. 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, which may result in award of contracts to more than one Respondent. 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

3.6.41 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 {NOTE: refer to response to Addendum #2, Question 27 for further information.}

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 RFP 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, The Curtis Center, 601 Walnut Street, Suite 300 East, Philadelphia, PA 19106. 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. [NOTE: refer to Addendum #2, Question 39 for further information.]

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.
- 5.1.4 eContract Philly Mandatory Online Application Process

You must apply online in order to be eligible for award of the posted non-competitively bid contract opportunity; proposals or any other response to a Notice of Contracting Opportunity will not be considered unless you have filed, within the prescribed time period, an application through eContract Philly for the posted opportunity. All applications must be submitted electronically through the eContract Philly online application process at [www.phila.gov/contracts](http://www.phila.gov/contracts), choose eContract Philly.

Applicants and contractors are now required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether they have received any requests or advice on satisfying minority owned business participation goals from City employees. This information, as well as a proposal or any other response document required, are part of the online application. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

Applicants who have failed to file complete applications through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.

eContract Philly encourages applicants to start and complete their online applications as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission.

You can begin uploading (or attaching) your application materials at any time. It is especially prudent for you to start uploading your attachments

earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia

- 5.1.5 The Proposer, in addition to the eContract Philly online application process, must also submit 1 original and 4 copies of the Proposal. Submission of these copies does not alter the requirement that the Proposal be submitted online through eContract Philly. The City will reject as incomplete any Proposal that is not timely submitted online through eContract Philly regardless of when the 1 original and 4 copies of the Proposal are submitted. The 1 original and 4 copies of the proposal shall be sent to the following address:

City of Philadelphia Procurement Department  
Attn: Hugh Ortman, Purchases Manager  
120 Municipal Services Building  
Philadelphia, PA 19102-1685.

## 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>November 15, 2007</u></b>
TIME:	5:00 (PM)
LOCATION:	Procurement Department 1401 John F. Kennedy Boulevard Room 170A, Municipal Services Building Philadelphia, PA 19102

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). Please note that this fee pertains only to the hard copy submittal. No Processing Fee is required with the eContract submittal.

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 1 original and 4 copies of the Proposal shall be accompanied by one signed original and 4 copies of the transmittal 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.~~[Strike out per Addendum A/A 18]
- 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.

**[NOTE: Refer to Addendum #3, for a new section: Change in Law]**

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 (MBEC)

Mayor's Executive Order 02-05

INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE  
PARTICIPATION OF MINORITY, WOMEN AND DISABLED  
BUSINESS ENTERPRISES (M/W/DSBE)

This Request for Proposal (RFP) is subject to the Mayor's Executive Order 02-05. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this Request for Proposal.

Respondent is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the ranges specified in this Request for Proposal (RFP) for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises DSBEs (collectively, ("M/W/DSBE") as those terms are defined in Executive Order 02-05.

Respondent must submit a "Solicitation for Participation and Commitment Form" (S & C Form) identifying its solicitations and certifying that Respondent has met the ranges specified in this RFP for M/W/DSBE participation in the contract; in the event that Respondent has not achieved the ranges, Respondent must respond to and submit, in addition to the S & C Form, a brief narrative explaining its reasons for not submitting a proposal within the projected range(s) (more fully discussed herein).

The S & C Form (and, in the event Respondent has not achieved the ranges, the brief narrative), must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of a S & C Form and a narrative, if required, is an element of responsiveness to this RFP and the failure to submit a S & C Form and narrative may result in the rejection of the proposal. Respondent 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 Respondent is subject to the penalties of 18 Pa.C.S Section 4904 relating to unsworn falsification to authorities.

## PARTICIPATION RANGES

Under the authority of the Mayor's Executive Order 02-05, the MBEC has established the following MBE, WBE and DSBE participation range(s) for this Request for Proposal:

MBE Range - Best Efforts

WBE Range - Best Efforts

DSBE Range - Best Efforts

These participation ranges serve exclusively as a guide in determining Respondent responsibility.

These ranges represent the percentage of MBE, WBE and DSBEs participation that should be attained from business opportunities available in this RFP 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 MBEs, WBEs and DSBEs to perform various

elements of the contract.

#### A. Solicitation for Participation and Commitment.

1. Respondent must submit an S & C Form responsive to each of the range(s) established for this Request for Proposal. If Respondent does not make commitments within each of the established ranges, Respondent must request a reduction of participation by providing a brief narrative statement for not achieving the participation range(s) on its firm's letterhead and signed by its Chief Executive Officer (CEO) or their designee.

(a) S & C Form. Respondent must demonstrate that its firm did not discriminate in the subcontracting of work for the contract. To do so, Respondent must complete the S & C Form. The S & C Form shall contain:

The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and Ds-BE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBE(s) or if Respondent makes solicitations of MBE(s), WBE(s) or DSBE(s) but receives no quotations, these MBE(s), WBE(s) or DSBE(s) must also be identified on the S & C Form if you do not achieve the ranges for participation.

WBE and/or DSBE partner, Respondent must complete and submit with the proposal, in addition to the S & C Form, the Joint Venture Eligibility Information Form available at the Office of the MBEC.

A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or DSBEs. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the RFP. Respondents should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.

Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom Respondent has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBEs), a detailed description of the services, and dollar amount of the subcontracted services.

- The dollar amount and percentage of commitment made reflected by the quotation provided to Respondent by each identified MBE, WBE and/or DSBEs.

- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or DSBEs.

Upon completion of the S & C Form(s), Respondent should indicate at the bottom of each form the total percentage commitment made to the type of business. If the total percentage commitment is less than that established for this RFP, Respondent must request a reduction of participation by providing a brief narrative of Respondent's reasons for not achieving the participation range(s).

Request for Reduction of Participation.

1. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must request a reduction of participation by submitting a brief narrative, on its company's letterhead, documenting Respondent's reasons for not making commitments commensurate with the participation ranges. The narrative shall contain and discuss, at a minimum, the following:

(a) 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.

(b) Indicate whether any non-MBE/WBE/DSBEs were solicited for the type of services to be contracted for, whether quotes were received and whether any commitments resulted therefrom;

(c) Provide reasons for not committing with a MBE/WBE/DSBEs that have submitted a quote, regardless of whether the quote was solicited by Respondent.

(d) Provide any additional evidence pertinent to Respondent's conduct relating to this RFP including sufficient evidence which demonstrates to the MBEC that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's affirmative actions, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

2. The Respondent's narrative will be reviewed to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The approval/disapproval review will include consideration of the following:

(a) Whether the Respondent's actions were motivated by considerations of race or gender or disability. For example, the MBEC may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts;

(b) Whether MBE/WBE/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether MBE/WBE/DSBEs are given the same information, access to the

RFP and amount of time to prepare a quote as others who were solicited. The MBEC will also investigate whether MBE/WBE/DSBEs were accorded the same level of outreach as non-MBE/WBE/DSBEs, for example whether Respondent short listed MBE/WBE/DSBEs for participation in the contractor negotiated subcontract opportunities;

(c) Whether the Respondent's solicitation and commitment decisions were based upon policies which disparately affect MBE/WBE/DSBEs.

### C. Proposal Evaluation

If Respondent has submitted a Proposal within each of the projected range(s) for MBE, WBE and DSBEs participation, we will rebuttably presume that the Respondent has not discriminated in its selections and will be considered responsive and responsible. If Respondent has not submitted a Proposal within the projected range(s), the MBEC will evaluate whether discrimination has occurred.

After review of Respondent's submission and any other evidence MBEC deems relevant to its evaluation, the MBEC will make a recommendation to the Department Head or his/her designee. If the Department head, after review of the MBEC's recommendation and supporting documentation concurs that discrimination has occurred, Respondent will be deemed not responsible and its proposal rejected.

A Proposal so rejected (due to a determination of discrimination) may result in the suspension of the Respondent from submitting future Proposal and/or participating in any future City contracts for a period of up to three (3) years.

## GENERAL PROVISIONS

1. Any M/W/DSBEs that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to be credited towards the participation range(s) to the RFP or in the case of a Joint Venture Agreement, prior to the contract award.

2. No Respondent that seeks to meet the participation range(s) by entering into subcontracts with any M/W/Ds-BE subcontractor shall be considered to meet the participation range(s) if the M/W/DSBEs 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 that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP). The distinct element is worthy of the dollar amount of the subcontract value 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 whether the M/W/DSBE is performing a CAF. If it is determined during the review of the S & C Form that the work described on the form does not constitute a CAF, the proposal may be rejected.

3. Listing of a M/W/DSBEs as a subcontractor on the S & C Form, constitutes a representation by Respondent, that such M/W/DSBEs is capable of completing the subcontract with its own workforce, and that the Respondent has made a BINDING COMMITMENT with the firm prior to the submission of the S & C Form. This listing is also a representation by Respondent that if awarded the contract, Respondent will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the S & C Form, unless the City alters the scope of services prior to the commencement of the contract. M/W/DSBEs percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met in order to receive credit toward the participation range:

The MBE, WBE or DSBE partner(s) must be certified by the MBEC;

The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;

The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as 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 interests, contributes working capital and other resources, etc).

- If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and

the form will be reviewed by the MBEC or approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, Respondent will not receive credit toward the applicable participation range(s) and the proposal may be rejected.

5. In calculating the percentage of participation by a M/W/DSBE, Respondent shall apply the standard mathematical rules in rounding off numbers. For example, if the stated MBE participation range is 15% - 25%, the MBE participation must equal 14.5% or greater to fall within the range. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.

6. 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, MBE and DSBEs or WBE and DSBE), will only be credited in one category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBEs) Business Enterprise; Respondents will designate on the S & C Form which category, MBE, WBE or DSBEs, is submitted for credit.

7. Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform specified work. The City reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.

8. If Respondent is a certified M/W/DSBE submitting a proposal as a prime Respondent, Respondent must still respond to the participation range(s) specified in this RFP unless Respondent requests and receives a reduction in participation; a certified M/W/DSBE submitting a proposal as the prime Respondent will receive credit toward the ranges for its own work on this RFP, and must seek to fulfill the other applicable ranges. The participation of an MBE, WBE or DSBEs who is a part of a joint venture created for this contract, may be credited towards the applicable participation range to the extent of the partner's ownership interest in the joint venture provided that the joint venture arrangement is acceptable to the MBEC.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the S & C Form or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.

(a) Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements

contained in its original submission. Requests for such changes or modifications must be submitted to the MBEC in writing with appropriate justification.

(b) The MBEC may from time to time request revised form(s) or other documentation from the successful Respondent to ensure

(c) compliance with the change order/amendment provision set forth in Paragraph 11.

10. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all Proposals as deemed in the best interest of the City.

11. In the event the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Respondent to apply the participation range(s) to the amended amount in order to maintain the participation range(s) committed to on the total dollar amount of the contract at the time of contract completion.

12. The successful Respondent agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of three (3) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful Respondent's fulfillment of its M/W/DSBE participation commitments.

13. It is understood and agreed that the successful Respondent's compliance with the requirements for participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Finance determines that the successful Respondent hereunder has failed to comply with the requirements for M/W/DSBE participation, 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 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 Respondent from proposing 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 shortfall toward the applicable M/W/DSBEs commitment.

(NOTE): The “total dollar amount of the contract” shall include approved change orders and amendments.)

~ ~ ~ ~ ~

Should you have any questions related to the Contract Provisions, please email Chevelle Harrison,  
Certification Specialist at [Chevelle.Harrison@phila.gov](mailto:Chevelle.Harrison@phila.gov).



**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**

**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

---

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ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(2) BANK COMPANY NAME

---

---

ADDRESS

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CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(3) BANK COMPANY NAME

---

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ADDRESS

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CITY

---

STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(4) BANK COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(5) BANK COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(6) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(7) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(8) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(9) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(10) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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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

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ADDRESS

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CITY

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STATE

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ZIP CODE

---

CONTACT PERSON

---

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of Services provided.**

**Reference #3 (Current)**

---

CUSTOMER NAME

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ADDRESS

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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

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ADDRESS

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CITY

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STATE

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ZIP CODE

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CONTACT PERSON

---

TELEPHONE NO.

---

DATE CONTRACT ENDED

**Description of Services provided.**

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

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CUSTOMER NAME

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ADDRESS

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CITY

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STATE

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ZIP CODE

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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.]**

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CUSTOMER NAME

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ADDRESS

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CITY

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STATE

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ZIP CODE

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CONTACT PERSON

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TELEPHONE NO.

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DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of Services provided.**

**PROCUREMENT DEPARTMENT**  
Rm. 120 Municipal Services Building  
Philadelphia, PA 19102-1685  
FAX: (215) 686-4716

# CITY OF PHILADELPHIA

Janet Hagan  
Acting Procurement Commissioner

August 16, 2007

**BID NUMBER:** S8D0231P  
**TITLE:** Disposal of Wastewater By-Products  
**DEPARTMENT:** WATER DEPARTMENT  
**DATE TO OPEN:** August 30, 2007 at 10:30 AM

## ADDENDUM # 1

### TO ALL BIDDERS:

**You are hereby notified of the following changes to the above mentioned bid:**

The referenced Request for Proposal has been postponed until further notice. An addendum issuing answers to questions as well as other clarifications and a new opening date will be issued shortly.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

\_\_\_\_\_  
Buyer, H. Ortman

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM NAME (PRINT)

\_\_\_\_\_  
DATE

HO/cs

# CITY OF PHILADELPHIA

Janet Hagan  
Acting Procurement Commissioner

August 21, 2007

**BID NUMBER:** S8D0231P  
**TITLE:** Disposal of Wastewater By-Products  
**DEPARTMENT:** WATER DEPARTMENT  
**DATE TO OPEN:** August 30, 2007 at 10:30 AM then PPFN

## ADDENDUM # 2

### **TO ALL BIDDERS:**

**You are hereby notified of the following changes to the above mentioned bid:**

The referenced Request for Proposal will now open on **Thursday, September 27, 2007 at 10:30 AM.**

The following are a list answers to questions submitted as a result of the issuance of this RFP and the Non-Mandatory Pre-Bid Meeting held on August 2, 2007. Many questions received were repetitive and may have been reworded for continuity and brevity. They are in no particular order.

**Q1** - Can the proposal opening date be extended?

**A1** – The new opening date is **Thursday, September 27, 2007** at 10:30 AM.

**Q2** – Will the City provide manpower and equipment to load the trucks?

**A2** – Yes. All Contractor trucks are loaded by front-end loaders operated by the City.

**Q3** – What is the anticipated start date of the disposal service?

**A3** – The anticipated start date is March 1, 2008.

**Q4** – Is the primary proposer required to own the disposal facilities or is an executed contract between the primary company and the disposal facility acceptable?

**A4** – The primary proposer need not be an owner of the disposal facility. A letter from the owner of the disposal facility guaranteeing the primary proposer access to the capacity necessary to fulfill the proposed disposal quantities is an acceptable response to this RFP.

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**Q5** - Will the City provide to the proposers copies of the last 12 months of biosolids laboratory analysis that the City has received or any other recent (12 months) analysis or characterizations of the biosolids of which the City is aware?

**A5** – This analysis is attached to this addendum.

**Q6** - In addition, will the City provide a copy of the 2006 disposal records (i.e. volume, disposal location, and price) for the biosolids generated by the BRC and SWWPCR facilities?

**A6** - This analysis is attached to this addendum.

**Q7** - Will the City guarantee not to provide biosolids that are Hazardous Waste? Have the biosolids ever been classified as Hazardous Waste?

**A7** - In the past 20 years, the city is not aware of any load of biosolids being determined to be unacceptable for disposal at a municipal waste landfill. The City understands the requirement of the Proposer to cover all eventualities. The City can agree to proposals by which, in the event an unacceptable load is delivered to the Proposer's facility, the City authorizes the Proposer to arrange for an alternative disposal option. The City will reimburse the Proposer for the direct cost for making those arrangements, as long as documentation is provided to the City demonstrating that the biosolids was not in conformance to disposal standards at the Contractor's facility.

**Q8**- What is the density of the GSS material?

**A8** -The density is approximately 2500 pounds per cubic yard.

**Q9** - What is the average % solids of the GSS material?

**A9** -The percent solids is not regularly measured, but from previous testing is in the 30 to 50% moisture content range. GSS is treated with a lime amendment in part to ensure no free liquids in loads delivered to landfills.

**Q10** - Will the City provide the last 12 months of GSS laboratory analysis that the City has received or is aware of?

**A10** - The City characterizes the GSS infrequently. An annual characterization will be provided with this response.

**Q11** - Will the City provide the current disposal price of the GSS material?

**A11** - The cost for GSS disposal has been identical to biosolids cake disposal. The current price is \$62.50 per ton.

**Q12** – Are the Proposal Security and the Proposal Bond one and the same?

**A12** – In this case, yes. For this RFP wherever the words “Proposal Security” appear they should be replaced by the words “Proposal Bond”.

**Q13** – Is the Bond Preparation Fee as detailed in Attachment III due with the proposal?

**A13** - The Bond Preparation Fee applies only to the Performance Bond which must be submitted by only vendors who receive an award. The amount of the required bond will be outlined in an award letter.

**Q14** – May contractors submit proposals to provide the required transportation and disposal services for quantities of Wastewater By-Products of less than 148,000 tons per year? Please confirm the minimum annual quantity acceptable to the City of Philadelphia.

**A14** - The City will accept proposals for quantities of biosolids for disposal less than 140,000 annually. The City will entertain proposals for as low as 20,000 tons per year.

**Q15** - Please clarify the ability of a potential contractor to submit a proposal with clearly stated exceptions to the RFP specifications vs. the requirements of Section 1.12 [ NOTE: This is Section 1.11 in the current RFP] of the RFP.

**A15** - City will consider a wide variety of exceptions to the specifications, insofar as the Proposer can demonstrate that those exceptions better enable the Proposer to accomplish the goals for the contract outlined in the RFP on behalf of the City.

**Q16** - Please confirm and clarify the ability of a potential contractor to submit a proposal based on the use of a disposal facility with permitted Saturday and Holiday operating hours that are not consistent with the RFP specifications of Section 2.5.1.1 of the RFP.

**A16** -The City would not interfere with a Contractor’s weekend operation, but the City cannot ensure that it will be able to load Contractor trucks on weekends.

**Q17** – Will the terms under which a shipment can be rejected be mutually agreed upon during contract negotiations.

**A17** – Yes.

**Q18** – It is requested that the last sentence of Paragraph 5.12.1 be deleted.

**A18** – The last sentence of Paragraph 5.12.1 is hereby deleted.

**Q19** – Must a potential contractor provide a specific number of financial, business and contract references or only a sufficient number of references to demonstrate its experience and knowledge concerning the transportation and disposal services specified by the RFP.

**A19** - The Proposer can submit those references it believes is sufficient to demonstrate its level of responsibility. The City, however, reserves the right to request additional documents if needed.

**Q20** - What is the actual tonnage of biosolids that went to compost in fiscal 2005?

**A20** – 39,921 tons.

**Q21** - What is the actual tonnage of biosolids that went to compost 2006?

**A21** - 47,392 tons.

**Q22** - Can you give monthly production totals for sludge to compost for 2005 and 2006?

**A22** – see the chart below

Tons Cake to Compost	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRI
2005	4,444	3,633	2,218	3,612	2,875	3,876	2,211	3,398	3,265	3,11
2006	2,655	2,953	2,832	1,935	4,024	3,972	3,949	4,440	5,407	2,40

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**Q23** - Will land application to farmland be accepted as a disposal option for this project?

**A23** - No, farmland application is handled under separate contracts. Responders to this RFP should be aware that the PWD will be issuing additional land application contracts in the near future. Vendors that were awarded contracts under both this landfill RFP and the future land application bids or RFPs would be able to shift awarded disposal quantities from landfill to land application upon City approval.

**Q24** - Will on-farm storage of the biosolids be allowed as a staging prior to land application, in States that permit such facilities (in accordance with State regulations)?

**A24** - No, as stated in response to the question on Para 1.5.4, the agricultural utilization programs are handled under separate contracts.

**Q25** - Which months constitute “peak recycling periods”?

**A25** - March 15 to June 15, and September 15 to December 15.

**Q26** – Paragraph 2.7.3 states that reports are due within 20 days following the end of each calendar month. Paragraph 2.7.3.5 states that the reports are due on the 5<sup>th</sup> of each month. These are contradictory.

**A26** – In Paragraph 2.7.3 change “20 days” to “5 days”.

**Q27** – Paragraph 3.5.6 [NOTE: 3.6.6 in current RFP] requires Professional Liability Insurance. Is this necessary?

**A27** – The vendor can submit their proposal for the City's consideration, expressly stating that they do not carry professional liability insurance. The vendor should state their rationale for not carrying this type of insurance, advising of any alternative method utilized by them to protect against liability normally covered by professional/errors and omissions insurance; whether by self-insurance or some other risk transfer mechanism.

**Q28** – Will the City provide a draft form of the contract for the Respondents to review /

**A28** – After negotiations are completed a statement of the Scope of Work for each awarded vendor will be drawn up for review prior to contract formalization.

**Q29** – As the City is responsible for loading all vehicles there should be a minimum load requirement in the contract. The City should be responsible for any overloaded vehicles.

**A29** - The City will make every reasonable effort to provide full trucks, but will not issue weigh tickets for trucks over weight limits. Drivers are responsible for working with the City to ensure loads are at but not exceeding limits. During loading operations, a PWD foreman is available to assist the driver in achieving this goal.

**Q30** – Is a force majeure clause going to be made part of the contract?

**A30** - The city will review any Proposer’s suggestion for a reasonable force majeure.

**PAGE 5**

**Q31** – In the contract, title to and liability for any unacceptable biosolids and GSS should remain with the City at all times.

**A31** - Title passes to the Contractor at the point the load leaves the weigh scale. The City will review a Proposer's suggested procedure for dealing with non-conforming loads. The City will expect that the trucker receiving the biosolids will, at a minimum, verify that the general appearance and moisture content of the biosolids is typical of material received in the past. The City produces a product of generally uniform characteristics, and has not had a load rejected for disposal. Nevertheless, the Contractor can propose a mechanism by which it would test and document non-conformance of a load of biosolids, then proceed to arrange alternative disposal for that load, and submit to the city for reimbursement of the extra costs for alternative disposal.

**Q32**– What will be hours of access to the BRC?

**A32** -Operating hours for loading are given in Para 2.5.1 Contractor vehicles may arrive prior to that time, and may be at the scalehouse prior to the starting hours. The City will review proposals for alternative loading schedules.

**Q33** – Can full/empty rail cars be stored at the BRC?

**A33** - The City will provide space for the storage of rail containers

**Q34** – If the previous answer was positive, for what length of time?

**A34** - The City has no time limit for the storage of empty containers, and suggests that the Contractor not store full containers for more than 30 days. The City does not have the capacity to move full containers of biosolids where the containers are not on chassis. The logistics of container handling at BRC needs to be made a clearly articulated part of the proposal.

**Q35** – Paragraph 1.5.2.2 states that the contractor will be required to handle GSS with the ability to remove a minimum of 300 tons on a biweekly basis. Does this mean that the City could make multiple awards to reach the total possible tonnage?

**A35** - The City does not anticipate making multiple awards of the GSS portion of this contract. The removal of 300 tons every two weeks is current, typical practice, and the City is willing to accept alternative proposals for review.

**Q36** – As stated in the previous question there is minimum of 300 tons on a bi-weekly basis. Can a contractor bid 301 tons or any tonnage other than 300?

**A36** - The City is looking for one Contractor to remove the entire projected quantity of GSS from the SW WPCP, and is thereby looking for a proposal for removal of all GSS. It is understood that 300 tons every two weeks is a generalized estimate of available quantities based on historical records.

**Q37** – Can Paragraph 3.6.5 be revised in order to provide for mutual indemnification by both the City of Philadelphia and the Contractor for the same issue?

**A37** – The City, as policy, does not indemnify applicants or provide for mutual indemnification.

**PAGE 6**

**Q38** – Can the Termination for Convenience Clause in Paragraph 4.14 be eliminated?

**A38** – Paragraph 4.14 cannot be eliminated.

**Q39** – Does Paragraph 4.16 preclude one from submitting a proposal as a prime contractor and being a subcontractor to another proposer.

**A39** - A single entity may be a prime contractor in one proposal and a subcontractor in one or more other proposals.

**Q40** - Referring to Paragraph 2.10.1 - Is the minimum D/M/WBE requirement 6%?

**A40** - Yes; however the percentage depends on the prime firm's configuration of participation. Please regard Section A1 of the Antidiscrimination Policy: "A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is refutably 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."

**Q41**- Can the requirement that M/W/DBE firms be certified at the time of proposal opening be changed to the time of the contract start? This will allow the respondent sufficient time to seek out, negotiate and execute an agreement with the M/W/DBE subcontractor.

**A41**- No. The Minority Business Enterprise Council has an existing list of certified vendors, or MBEC Directory for prime contractors to use. The participation ranges are based on the availability of certified vendors to participate on City contracts. This project includes but is not limited to contract. Please refer to Section A1 of the Antidiscrimination Policy. The Directory can be accessed at [WWW.Phila.Gov/MBEC](http://WWW.Phila.Gov/MBEC) or please contact Julie Simmons at (215) 686-6390.

**A clarification of Para. 2.5.4.2.2:** on rail access: The US Army Corps of Engineers has a lease to occupy a 75 foot wide portion of the PWD Offsite Compost Storage Area. This is the area in which two rail tracks have been laid that are owned by the federal government. The City currently has full rights to utilize this off-site area. Norfolk Southern has indicated it is willing to move flatcars on and off of the track in this portion of PWD property. The US Army Corps of Engineers has a contract with Fort Mifflin Recycling Corporation (FMRC) to move dredge material to an upland disposal site. The rail line on the City's property is not being used as part of the USACOE transportation contract with FMRC, so at this time there is no apparent conflict in the use of this rail. Should the City conclude a ROW agreement with the ACOE or should the City choose to sell this property to FMRC, the City's current intention is to preserve its right to access to the rail line for the purpose of shipping biosolids with a rail company of its choice.

**PAGE 7**

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

\_\_\_\_\_  
Buyer, H. Ortman

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM NAME (PRINT)

\_\_\_\_\_  
DATE

Attachments

**NORTHEAST BIOSOLIDS CAKE - INORGANIC ANALYSIS (in mg/Kg, dry weight)**

	As	Be	Cd	Cr	Cu	Fe	Hg	Mo	Ni	Pb	Se	Zn
JAN 2006	7.22	< 4.31	4.13	92.7	451	75,200	0.99	19.90	29.8	110	4.72	1,560
FEB	7.70	< 4.52	5.74	91.0	582	103,000	0.80	24.80	34.3	138	5.39	1,830
MAR	8.06	< 4.80	5.34	92.5	605	95,100	0.93	24.50	29.2	136	5.89	1,790
APR	10.30	< 4.46	3.48	72.6	574	91,900	1.05	25.10	23.0	143	4.46	1,400
MAY	7.10	< 4.94	5.26	85.7	558	86,600	1.47	22.30	30.8	171	6.34	1,600
JUN	6.42	< 4.59	4.36	62.7	447	78,000	1.01	21.50	31.8	116	5.57	1,310
JUL	9.03	0.86	5.32	95.3	585	84,200	1.23	21.80	42.2	198	6.74	1,520
AUG	8.94	0.81	5.12	77.6	535	79,400	1.12	22.80	53.7	199	6.69	1,680
SEP	11.70	0.79	4.00	72.9	641	93,400	0.87	22.00	39.4	189	6.43	1,560
OCT	9.28	< 3.93	4.16	84.3	536	93,100	0.93	19.60	41.8	141	5.36	1,690
NOV	7.34	< 4.07	3.65	70.4	489	85,200	0.78	17.20	29.0	113	5.13	1,420
DEC	8.47	< 4.27	3.75	72.9	524	88,900	1.02	17.00	36.1	114	5.94	1,470
JAN 2007	7.83	0.81	4.09	75.0	612	81,200	0.98	19.20	35.5	147	7.83	1,680
FEB	6.45	< 4.79	5.47	82.0	582	78,900	0.99	17.00	27.9	110	9.73	1,830
MAR	6.07	< 5.17	5.00	60.8	471	72,300	1.03	14.70	22.7	98	6.61	1,390
APR	8.75	< 4.71	5.66	104.0	574	88,200	1.43	16.70	29.8	156	7.82	1,790
MAY	7.72	< 4.33	4.26	68.2	475	57,200	1.22	11.60	24.0	126	7.20	1,330
JUN		< 4.52	5.45	63.5	534	75,500	1.01	12.70	25.0	130	7.04	1,460

**SOUTHWEST BIOSOLIDS CAKE - INORGANIC ANALYSIS (in mg/Kg, dry weight)**

	As	Be	Cd	Cr	Cu	Fe	Hg	Mo	Ni	Pb	Se	Zn
JAN 2006	15.3	< 4.42	3.38	64.3	471	80,800	0.86	17.00	22.6	143	5.68	1,390
FEB	13.4	< 4.46	3.93	58.8	607	73,600	0.62	16.00	22.7	142	6.69	1,430
MAR	11.6	< 4.93	5.60	60.3	627	72,900	1.37	18.50	26.1	133	8.06	1,450
APR	7.2	< 4.45	5.14	83.1	534	79,800	0.97	26.20	23.7	118	4.45	1,610
MAY	12.1	< 4.39	3.46	70.5	564	94,200	0.98	26.00	24.7	151	7.19	1,360
JUN	12.0	< 4.44	3.28	83.1	516	130,000	1.51	29.10	25.2	166	7.13	1,250
JUL	19.0	< 4.21	3.77	87.3	643	121,000	1.11	25.70	31.3	215	7.47	1,650
AUG	12.7	< 0.69	2.71	62.8	547	111,000	0.94	27.80	27.1	197	6.54	1,300
SEP	13.2	0.74	3.35	73.1	635	93,100	2.26	22.60	31.7	201	6.77	1,410
OCT	16.5	< 3.98	2.36	67.2	481	112,000	1.11	20.80	21.0	146	5.10	1,160
NOV	18.0	< 4.07	3.06	72.2	582	113,000	1.42	21.50	24.4	158	5.82	1,290
DEC	17.4	< 4.24	2.98	69.4	516	112,000	1.07	19.10	26.4	142	5.66	1,290
JAN 2007	17.0	< 0.69	3.32	72.3	655	96,300	1.13	20.10	27.6	177	7.46	1,470
FEB	16.2	< 4.38	4.18	56.1	557	137,000	0.95	16.30	21.7	121	7.39	1,440
MAR	15.0	< 4.10	3.96	55.4	533	85,600	1.15	14.40	21.6	134	6.14	1,300
APR	15.0	< 4.50	3.21	65.5	493	123,000	0.95	15.90	20.6	150	5.64	1,200
MAY	18.9	< 3.94	3.30	77.7	457	117,000	1.40	19.50	23.4	165	6.45	1,220
JUN		< 4.12	3.51	70.9	524	132,000	0.84	21.70	26.9	176	6.71	1,300

**NORTHEAST BIOSOLIDS CAKE - NUTRIENT ANALYSIS (in mg/Kg, dry unless otherwise noted)**

	pH	% MOISTURE	% TOTAL SOLIDS	% VOLATILE SOLIDS	TKN (DRY)	NH3-N (DRY)	ORG-N (DRY)	NO3-N	TOTAL-N	CYANIDE-FREE	PHOS- PHORUS	POTAS- SIUM
Jan-06	7.40	71.2	28.8	68.6	36,600	3,670	32,930	1.38	36,601	2.70	24,100	1,540
FEB	7.70	74.4	25.6	51.7	42,500	3,760	38,740	2.27	42,502	< 1.80	28,700	1,690
MAR	7.90	74.7	25.3	52.6	48,900	4,550	44,350	< 1.25	48,901	< 1.80	31,100	1,750
APR	7.50	73.0	27.0	53.1	40,900	3,820	37,080	2.55	40,903	< 1.80	25,200	1,140
MAY	7.80	74.9	25.1	52.9	43,500	4,280	39,220	< 1.26	43,501	< 1.90	29,000	1,760
JUN	8.00	72.7	27.3	52.4	38,700	3,320	35,380	1.47	38,701	< 1.90	25,000	1,360
JUL	7.80	72.3	27.7	48.3	30,100	3,370	26,730	5.35	30,105	< 1.70	22,800	1,710
AUG	7.80	71.1	28.9	48.6	22,700	3,000	19,700	1.82	22,702	< 1.60	21,400	1,640
SEP	7.90	69.9	30.1	49.2	33,800	2,680	31,120	2.23	33,802	< 1.60	29,000	1,520
OCT	7.80	69.4	30.6	50.0	33,700	2,150	31,550	< 1.60	33,702	< 1.60	26,100	1,460
NOV	7.50	70.2	29.8	29.8	36,600	4,020	32,580	1.27	36,601	2.60	25,500	1,370
DEC	7.60	71.2	28.8	53.1	38,900	3,810	35,090	1.41	38,901	< 1.80	26,200	1,660
JAN 2007	7.40	73.0	27.0	54.1	41,900	4,900	37,000	2.39	41,902	< 1.90	25,500	2,060
FEB	8.00	74.4	25.6	56.7	46,100	5,200	40,900	2.31	46,102	< 2.00	26,700	1,540
MAR	7.60	75.8	24.2	56.0	47,100	6,100	41,000	< 1.26	47,101	2.00	28,700	1,620
APR	7.90	73.2	26.8	54.7	40,400	5,440	34,960	1.94	40,402	2.60	34,300	2,330
MAY	7.50	71.1	28.9	52.2	37,000	4,350	32,650	1.26	37,001	2.80	21,900	1,390
JUN	7.20	72.3	27.7	53.6	38,000		38,000		38,000	< 1.70	27,500	1,540

**SOUTHWEST BIOSOLIDS CAKE - NUTRIENT ANALYSIS (in mg/Kg, dry unless otherwise noted)**

	pH	% MOISTURE	% TOTAL SOLIDS	% VOLATILE SOLIDS	TKN (DRY)	NH3-N (DRY)	ORG-N (DRY)	NO3-N	TOTAL-N	CYANIDE-FREE	PHOS- PHORUS	POTAS- SIUM
JAN 2006	7.50	72.0	28.0	54.6	41,800	4,400	37,400	4	41,804	5.50	25,600	1,540
FEB	7.70	72.8	27.2	53.3	39,600	4,600	35,000	3	39,603	2.00	25,100	1,600
MAR	7.40	74.8	25.2	56.0	33,500	4,890	28,610	2	33,502	< 1.90	25,800	1,510
APR	7.70	71.0	29.0	53.7	38,900	4,190	34,710	5	38,905	< 1.90	25,800	1,390
MAY	7.70	71.5	28.5	51.3	38,100	3,460	34,640	< 1	38,101	< 1.70	25,500	1,300
JUN	7.20	72.1	27.9	47.9	35,900	2,270	33,630	9	35,909	< 1.70	23,600	1,040
JUL	7.50	64.3	35.7	45.4	26,900	1,310	25,090	< 1	26,901	< 1.50	26,300	1,510
AUG	7.40	70.8	29.2	46.5	34,100	2,010	32,090	2	34,102	1.80	22,600	1,240
SEP	7.80	68.9	31.1	48.5	33,400	2,480	30,920	< 1	33,401	NS	25,900	1,500
OCT	7.80	69.2	30.8	49.3	36,100	2,830	33,270	3	36,103	< 1.70	23,400	1,100
NOV	7.90	69.3	30.7	49.9	39,000	3,840	35,160	7	39,007	2.30	26,300	1,390
DEC	7.50	71.9	28.1	50.6	39,500	3,730	35,770	2	39,502	< 1.70	29,100	1,530
JAN 2007	7.60	70.7	29.3	50.8	40,200	4,690	35,510	3	40,203	< 1.70	27,800	1,930
FEB	7.60	72.0	28.0	52.3	40,400	5,050	35,350	1	40,401	< 1.70	34,200	1,170
MAR	7.20	71.5	28.5	50.2	44,200	5,000	39,200	1	44,201	2.70	27,500	1,490
APR	7.50	71.6	28.4	50.9	40,600	4,900	35,700	2	40,602	< 1.70	30,800	1,610
MAY	7.40	67.6	32.4	45.3	32,400	2,930	29,470	< 1	32,401	2.30	20,300	1,740
JUN		68.7	31.3	46.8	36,800		36,800		36,800	< 3.20	26,400	1,290

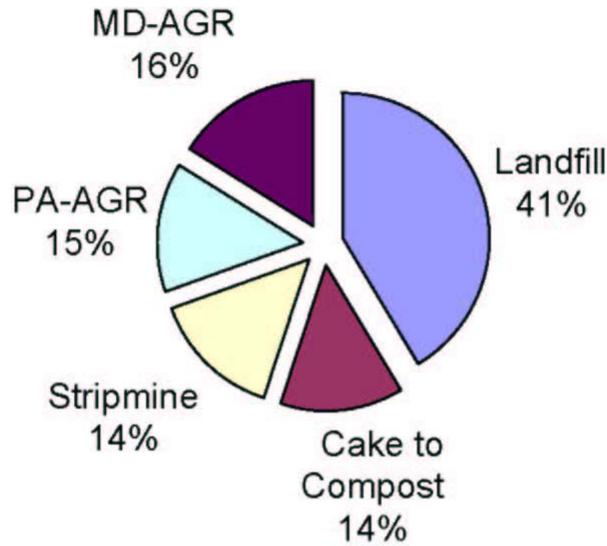
**NORTHEAST BIOSOLIDS CAKE - INORGANIC ANALYSIS (in mg/Kg, dry weight)**

	As	Be	Cd	Cr	Cu	Fe	Hg	Mo	Ni	Pb	Se	Zn
JAN 2006	7.22	< 4.31	4.13	92.7	451	75,200	0.99	19.90	29.8	110	4.72	1,560
FEB	7.70	< 4.52	5.74	91.0	582	103,000	0.80	24.80	34.3	138	5.39	1,830
MAR	8.06	< 4.80	5.34	92.5	605	95,100	0.93	24.50	29.2	136	5.89	1,790
APR	10.30	< 4.46	3.48	72.6	574	91,900	1.05	25.10	23.0	143	4.46	1,400
MAY	7.10	< 4.94	5.26	85.7	558	86,600	1.47	22.30	30.8	171	6.34	1,600
JUN	6.42	< 4.59	4.36	62.7	447	78,000	1.01	21.50	31.8	116	5.57	1,310
JUL	9.03	0.86	5.32	95.3	585	84,200	1.23	21.80	42.2	198	6.74	1,520
AUG	8.94	0.81	5.12	77.6	535	79,400	1.12	22.80	53.7	199	6.69	1,680
SEP	11.70	0.79	4.00	72.9	641	93,400	0.87	22.00	39.4	189	6.43	1,560
OCT	9.28	< 3.93	4.16	84.3	536	93,100	0.93	19.60	41.8	141	5.36	1,690
NOV	7.34	< 4.07	3.65	70.4	489	85,200	0.78	17.20	29.0	113	5.13	1,420
DEC	8.47	< 4.27	3.75	72.9	524	88,900	1.02	17.00	36.1	114	5.94	1,470
JAN 2007	7.83	0.81	4.09	75.0	612	81,200	0.98	19.20	35.5	147	7.83	1,680
FEB	6.45	< 4.79	5.47	82.0	582	78,900	0.99	17.00	27.9	110	9.73	1,830
MAR	6.07	< 5.17	5.00	60.8	471	72,300	1.03	14.70	22.7	98	6.61	1,390
APR	8.75	< 4.71	5.66	104.0	574	88,200	1.43	16.70	29.8	156	7.82	1,790
MAY	7.72	< 4.33	4.26	68.2	475	57,200	1.22	11.60	24.0	126	7.20	1,330
JUN		< 4.52	5.45	63.5	534	75,500	1.01	12.70	25.0	130	7.04	1,460

**SOUTHWEST BIOSOLIDS CAKE - INORGANIC ANALYSIS (in mg/Kg, dry weight)**

	As	Be	Cd	Cr	Cu	Fe	Hg	Mo	Ni	Pb	Se	Zn
JAN 2006	15.3	< 4.42	3.38	64.3	471	80,800	0.86	17.00	22.6	143	5.68	1,390
FEB	13.4	< 4.46	3.93	58.8	607	73,600	0.62	16.00	22.7	142	6.69	1,430
MAR	11.6	< 4.93	5.60	60.3	627	72,900	1.37	18.50	26.1	133	8.06	1,450
APR	7.2	< 4.45	5.14	83.1	534	79,800	0.97	26.20	23.7	118	4.45	1,610
MAY	12.1	< 4.39	3.46	70.5	564	94,200	0.98	26.00	24.7	151	7.19	1,360
JUN	12.0	< 4.44	3.28	83.1	516	130,000	1.51	29.10	25.2	166	7.13	1,250
JUL	19.0	< 4.21	3.77	87.3	643	121,000	1.11	25.70	31.3	215	7.47	1,650
AUG	12.7	< 0.69	2.71	62.8	547	111,000	0.94	27.80	27.1	197	6.54	1,300
SEP	13.2	0.74	3.35	73.1	635	93,100	2.26	22.60	31.7	201	6.77	1,410
OCT	16.5	< 3.98	2.36	67.2	481	112,000	1.11	20.80	21.0	146	5.10	1,160
NOV	18.0	< 4.07	3.06	72.2	582	113,000	1.42	21.50	24.4	158	5.82	1,290
DEC	17.4	< 4.24	2.98	69.4	516	112,000	1.07	19.10	26.4	142	5.66	1,290
JAN 2007	17.0	< 0.69	3.32	72.3	655	96,300	1.13	20.10	27.6	177	7.46	1,470
FEB	16.2	< 4.38	4.18	56.1	557	137,000	0.95	16.30	21.7	121	7.39	1,440
MAR	15.0	< 4.10	3.96	55.4	533	85,600	1.15	14.40	21.6	134	6.14	1,300
APR	15.0	< 4.50	3.21	65.5	493	123,000	0.95	15.90	20.6	150	5.64	1,200
MAY	18.9	< 3.94	3.30	77.7	457	117,000	1.40	19.50	23.4	165	6.45	1,220
JUN		< 4.12	3.51	70.9	524	132,000	0.84	21.70	26.9	176	6.71	1,300

## Biosolids Recycling Center Biosolids Wet Ton Distribution FY-07



### TOTAL WET TON DISTRIBUTION : JULY 2006 - JUNE 2007 (FY- 07)

<u>PROGRAM</u>	<u>WET TONS</u>	<u>PERCENTAGE</u>	<u>Estimated \$/Ton</u>
<b>Landfill</b>	<b>97,315</b>	<b>41%</b>	<b>63</b>
<b>Cake to Compost</b>	<b>31,922</b>	<b>14%</b>	<b>0</b>
<b>Stripmine</b>	<b>33,478</b>	<b>14%</b>	<b>49</b>
<b>PA-AGR</b>	<b>34,262</b>	<b>15%</b>	<b>31</b>
<b>MD-AGR</b>	<b>37,645</b>	<b>16%</b>	<b>39</b>

**234,622 Total Wet Tons**



**PHILADELPHIA WATER DEPARTMENT**  
**BUREAU OF LABORATORY SERVICES**

Report date:  
Jul 24, 2007  
Page 1 of 1

PADEP Form 43

Sample Description: SW Annual Grit Sample  
Sample Location: Southwest WPCP  
Sample Date: 6/19/2007

	Analytical Result	Units	Analysis Date	Method
<b>Whole Sample</b>				
pH	7.9	units	6/22/2007	SW-846 9045C
Free Liquids Test	NO		6/22/2007	SW-846 9095A
Total Solids	891943	mg/kg	6/22/2007	SW-846 1311
Volatile Solids	170510	mg/kg	6/24/2007	SM 20th Ed 2540 E
<b>TCLP Leachate</b>				
pH	4.44	units	6/26/2007	SM 20th Ed 4500 H+ B
Arsenic	0.012	mg/L	7/19/2007	US EPA 200.8
Barium	0.629	mg/L	7/23/2007	US EPA 200.8
Cadmium	0.024	mg/L	7/19/2007	US EPA 200.8
Chromium	0.015	mg/L	7/23/2007	US EPA 200.8
Copper	0.044	mg/L	7/19/2007	US EPA 200.8
Lead	0.138	mg/L	7/19/2007	US EPA 200.8
Nickel	0.128	mg/L	7/19/2007	US EPA 200.8
Selenium	<0.001	mg/L	7/19/2007	US EPA 200.8
Silver	0.001	mg/L	7/19/2007	US EPA 200.8
Zinc	7.190	mg/L	7/23/2007	US EPA 200.8
<b>ASTM Leachate</b>				
Ammonia	<0.10	mg/L	6/27/2007	SM 20th Ed 4500 NH3 B
COD	335	mg/L	6/29/2007	SM 20th Ed 5220 D
Total Solids	694	mg/L	6/27/2007	SM 20th Ed 2540 B

Contact Person: John Consolvo Phone: 215-685-1409 Email: john.consolvo@phila.gov

**PROCUREMENT DEPARTMENT**  
Rm. 120 Municipal Services Building  
Philadelphia, PA 19102-1685  
FAX: (215) 686-4716

# CITY OF PHILADELPHIA

Janet Hagan  
Acting Procurement Commissioner

September 7, 2007

**BID NUMBER:** S8D0231P  
**TITLE:** Disposal of Wastewater By-Products  
**DEPARTMENT:** WATER DEPARTMENT  
**DATE TO OPEN:** September 27, 2007 at 10:30 AM

## ADDENDUM # 3

### **TO ALL BIDDERS:**

**You are hereby notified of the following changes to the above mentioned bid:**

The following is in response to a vendor question that was inadvertently missing from Addendum 2. The City and PWD will accept no further questions prior to the scheduled opening date of the RFP.

#### **Definitions** (To be added to § 1.4)

“Applicable Law” - the Permits and any statute, law, constitution, charter, ordinance, judgement, order, decree, rule, regulation, directive, standard, policy or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Body relating to the Contractor, the Contractor’s facility(ies) and/or the Disposal Facility(ies), and this Agreement, including without limitation, the Act 101 Plan.

“Change in Law” -

(1) the adoption, promulgation, initial application, issuance, modification or official change in interpretation, after the Price Submission Date of any Applicable Law, except for locally imposed host community fees, other than such charges imposed by the City; and/or

(2) the imposition after the Price Submission Date, of any condition on the issuance, reissuance or continued effectiveness of any existing Permit(s) or in any pending applications for Permit(s); and/or

(3) the order and/or judgment of any Governmental Body after the Price Submission Date that would affect the obligations of the parties under this Agreement

**PAGE 2**

Notwithstanding the foregoing, if one or more events specified in Subsections (1), (2) or (3) above occurs,

(1) it shall not be deemed a Change in Law if such event is the result of willful or negligent action or failure to act in accordance with this Agreement or Applicable Laws by Contractor, its agents, employees, subcontractors, parent companies, subsidiary(ies) or Affiliates; provided, however, the contesting in good faith by such party of any suspension, termination, interruption or failure of issuance or renewal of any Permit(s), license or approval shall not constitute or be construed to constitute such a willful or negligent action or inaction of such party and,

(2) such an event shall only be deemed a Change in Law hereunder if it imposes requirements on Contractor more costly than those in existence as of the Price Submission Date.

“Change in Law Adjustment” - the amount of any and all adjusted costs related to or based upon, directly or indirectly, the transportation and disposal of wastewater by-products at the Contractor’s facility(ies) and/or the Disposal Facility(ies), including capital costs, operating, design, construction, equipment maintenance, closure and/or post-closure care, start up, costs of the Contractor’s facility(ies) and/or the Disposal Facility(ies) for any period after the Price Submission Date and for any Change in Law, and any tax created after the Price Submission Date and any increase in governmental fees, federal, state and City imposed host community fees or surcharges (but excluding any locally imposed host community fees or surcharge and any adjustment in the tax rate to a tax existing prior to the Price Submission Date including, but not limited to, the United States corporate income tax, the state income tax and real property taxes) resulting from the Change in Law.

“Change in Law Costs” - shall mean costs actually incurred by a Contractor pursuant to a Change in Law and as set forth in Change in Law Adjustment.

“Price Submission Date” - the last date on which the Contractor submitted proposed prices for the consideration of the City for the cost of services detailed in this RFP.

**Change in Law** (to be added as § 5.12.5)

5.12.5.1 For each Change in Law that causes the Contractor to sustain Change in Law Costs, the City shall be assessed a share of such Change in Law Costs.

(a) All increases and decreases in surcharge fees assessed by the Commonwealth of Pennsylvania for the disposal of wastewater by-products at the Contractor’s facilities and/or the Disposal Facility(ies) pursuant to, or in addition to Act 101 of 1988 and Act 90 of 2002, shall be added to or subtracted from the disposal rate as a Pass Through Cost Increase or Decrease to the City during the Term of the Agreement. For waste disposed of in the Commonwealth of Pennsylvania, Contractor shall make its best efforts to direct the wastewater by-products to its Pennsylvania facilities with the lowest surcharge fees.

(b) For all other Change in Law Costs, Contractor shall within one hundred eighty (180) days of the effective date of any Change in Law, calculate the related Change in Law Adjustment that it has sustained as a result of such Change in Law, and shall give to the City written notice of the resulting assessment. In the event that the price for services awarded pursuant to this RFP is not based on a price assessment, then Contractor shall be responsible for submitting a Change in Law Adjustment appropriate for the pricing method proposed in the response to this RFP. The notice shall include, without limitation, information setting forth the assumptions, data, formula and calculations used in making the assessment and shall specify all applicable Changes in Law and the effective dates thereof. The City reserves the right to request from Contractor, and Contractor agrees to promptly provide to City, information in addition to that submitted with Contractor’s notice under this Section 5.12.5.1(b). In the event Contractor fails to notify the City in strict accordance with the terms of this Section 5.12.5.1(b), Contractor shall have waived its right to assess the City for the Change in Law.

**PAGE 3**

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K

Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

\_\_\_\_\_  
Buyer, H. Ortman

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM NAME (PRINT)

\_\_\_\_\_  
DATE

**PROCUREMENT DEPARTMENT**  
Rm. 120 Municipal Services Building  
Philadelphia, PA 19102-1685  
FAX: (215) 686-4716

# CITY OF PHILADELPHIA

Janet Hagan  
Acting Procurement Commissioner

September 24, 2007

**BID NUMBER:** S8D0231P  
**TITLE:** Disposal of Wastewater By-Products  
**DEPARTMENT:** WATER DEPARTMENT  
**DATE TO OPEN:** September 27, 2007 at 10:30 AM

## ADDENDUM # 4

### TO ALL BIDDERS:

**You are hereby notified of the following changes to the above mentioned bid:**

The referenced RFP is **Postponed Until Further Notice.**

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

\_\_\_\_\_  
Buyer, H. Ortman

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM NAME (PRINT)

\_\_\_\_\_  
DATE

HO/cs

**PROCUREMENT DEPARTMENT**  
Rm. 120 Municipal Services Building  
Philadelphia, PA 19102-1685  
FAX: (215) 686-4716

# CITY OF PHILADELPHIA

Janet Hagan  
Acting Procurement Commissioner

October 29, 2007

**BID NUMBER:** S8D0231P  
**TITLE:** Disposal of Wastewater By-Products  
**DEPARTMENT:** WATER DEPARTMENT  
**DATE TO OPEN:** Postponed Until Further Notice

## ADDENDUM # 5

### **TO ALL BIDDERS:**

**You are hereby notified of the following changes to the above mentioned bid:**

The referenced RFP has been cancelled. It has been replaced with RFP No. T8D0213-P. The closing date and time for RFP No. T8D0231-P is Thursday, November 15, 2007 at 5:00 PM.

**IMPORTANT NOTICE:** Among various changes to the document there is one that affects all RFP submittals. All vendors who are submitting the RFP Proposal must utilize a new, dual system. The dual system involves both the submittal of hard copy documents to Procurement as well as an electronic submittal via eContractPhilly. Proposals must be submitted as described in Section 5 of the RFP (hard copies) **and** as described on eContract Philly (electronically). Applications and instructions for eContract Philly are located at <http://ework.phila.gov/econtractphilly>. See **Opportunity # 21071025110518**. Please note that only proposals submitted in both mediums will be eligible for award.

**NOTE: Do not submit any hard copies to the Water Department. All Hard copies must be submitted to the Procurement Department, Room 120 MSB. Please be sure to follow the individual submittal instructions for both the hard copy and electronic versions as they differ in content.**

**PAGE 2**

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

\_\_\_\_\_  
Buyer, H. Ortman

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM NAME (PRINT)

\_\_\_\_\_  
DATE

HO/cs