



REQUEST FOR PROPOSALS
for
Compost Facility Management and Food Scrap Collection
Best Value RFP Bid/Opportunity No. B2006820
for The
CITY OF PHILADELPHIA

Issued by:
THECITY OF PHILADELPHIA (“City”)
DEPARTMENT OF PARKS AND RECREATION (“PPR”)

All proposals must be submitted electronically to the correct contract opportunity established for this Best Value RFP (“BV RFP”) (identified by opportunity number), through the PHLContracts online application process at www.phlcontracts.phila.gov. Applicants should select the BV RFP Bid/Opportunity number referenced above. Applicants who fail to submit complete applications through the PHLContracts online application process will not be considered for the contract.

Proposals must be received no later than 5:00 p.m. Philadelphia, PA, local time, on December 6, 2019.

Mandatory Pre-Proposal Conference:
Monday, October 21, 2019
3:00 pm
5650 Rising Sun Avenue, Philadelphia PA 19120

James Kenney, Mayor
Kathryn Ott Lovell, Commissioner, Parks and Recreation

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I. Project Overview

A. Introduction | Statement of Purpose

The City of Philadelphia Department Parks and Recreation (“PPR” or “Department”) seeks qualified Applicants (“Applicant(s)”) to provide expert management services to collect, compost and recycle food wastes and related materials generated at the PPR Recreation Centers.

The objective of this public-private partnership is to recycle food scraps generated at up to 156 PPR Recreation Center facilities by composting the scraps (also referred to in this RFP as source-separated organics or “SSO”), and make a portion of the resultant compost available for PPR projects. The successful Applicant may accept other SSO from non-City sources for processing at the facility and will have the ability to market and sell compost produced at the facility to the public. PPR will supply the successful Applicant with an extant site managed by PPR, including all utilities and a building, for development of a compost facility and food scrap collection program that meets its objective.

This project serves the goals and objectives of both the City’s sustainability plan, *Greenworks*, and of the Zero Waste & Litter Cabinet (ZWLC).

B. Department Overview

PPR operates a network of 156 recreation centers which include gymnasiums, pools, weight rooms, basketball and tennis courts, dance and arts spaces, computer rooms, and auditoriums. A map of PPR recreation centers can be found [here](#). Its programming includes afterschool and summer meal programs, which generate food waste.

A 2016 study conducted by PPR Sustainable Practices found that Cohocksink Recreation Center produced 38 pounds of food waste in one week, or almost one ton of food annually. Extrapolated across all 156 Recreation Centers in the PPR system, nearly 150 tons of food waste per year could be diverted from the waste stream.

PPR works with the ZWLC, which is charged with diverting waste from conventional landfills and incinerators and engaging public and private entities to realize its diversion goals. PPR and ZWLC will collaboratively oversee this project, led by the PPR Sustainability and Quality Control Manager, or designee, will manage the work performed by the successful Applicant.

C. Request for Proposals

PPR seeks proposals from qualified applicants with a track-record of success in collecting, transporting, composting, and managing organic recyclable materials and in selling the compost and/or soil blends made from recycled organics. Applicants must have a minimum of 3 years of experience successfully managing and operating recycling collection, transporting waste, and expertise related to the work described in this RFP.

Overall, the Applicant agrees to operate a commercial composting operation on PPR-owned land, which must include collection and composting PPR food waste from up to 156 recreation centers, and redistribution a portion of finished compost back to PPR for use in its programs. Applicants must be willing to collaborate with PPR and ZWLC to scale operations to meet the

needs of both the department and the business. PPR will award one contract to one successful Applicant in the amount of \$1. In exchange for no-cost access to PPR land, building, utilities, and food inputs, the successful Applicant commits to collecting PPR food waste; operating a secure and sanitary compost operation; and delivering a portion of finished compost back to PPR (the remaining compost may be sold by the Applicant). Refer to Section II for more details.

D. General Disclaimer of the City

This BV RFP does not commit the City of Philadelphia to award a contract. This BV RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this BV RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this BV RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if so requested.

II. Scope of Work

A. Project Details

The Department's objectives for this project are:

- Provision of appropriately-colored and labeled source-separated food scraps and organics (“SSO”) containers, and a plan for keeping them clean (washing, can liners) for recreation center staff to use for SSO collection;
- Collection of SSO from recreation centers on a weekly basis (more frequently with the larger centers), scaling up the number of centers served year over year. PPR will lead education of recreation center staff to prepare the center to work with the successful Applicant. Below is a sample scale-up schedule that assumes contract extensions:
 - Year 1: 25-30 recreation centers
 - Year 2: 45-60 recreation centers
 - Year 3: 75-90 recreation centers
 - Year 4: 100-120 recreation centers
 - Year 5 (assuming an extension): 125-156 recreation centers
- Assist, as needed, with SSO training by City staff;
- Transportation of collected SSO to a facility designed and built by Applicant at PPR's former Maintenance Garage at 5650 Rising Sun Ave., Philadelphia, PA 19120;
- Production a high-quality finished compost from the SSO in accordance with applicable Pennsylvania Department of Environmental Protection (PA DEP) regulations and permits;
- Operation of the composting facility and the site in compliance with all Applicable Law (as defined in Appendix A hereto) to avoid any adverse environmental or community impacts, and to ensure that the Applicant's business at the site is viewed as a good neighbor; and

- Partnership with PPR staff to identify suitable opportunities for compost use within PPR operations, including those where public education and outreach about compost usage would be desirable.

The Applicant's proposed scope of work should address each objective specifically and describe in detail how the Applicant will achieve the objective, or how the Applicant will enable the Department to achieve the objective.

This *Section II, Scope of Work* states requirements for the project, including the services and the tangible work products to be delivered, and the tasks the Department has identified as necessary to meet those requirements. The Department reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant(s) selected for negotiations, and to do so with or without issuing a revised BV RFP. The Applicant must provide in its proposal a detailed proposed scope of work showing how it will meet the project requirements stated in this Section II.

B. Services and Tangible Work Products

1. Services

The Department requires at least the services listed below, including the specific tasks and work activities described. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants may propose additional or revised tasks and activities but should explain why each is necessary to achieve the project objectives.

- Collection services for PPR's SSO from Recreation Centers, with pick-up sites co-determined by PPR. SSO must be accepted "as is" without warranty, and the Applicant is responsible for the proper disposal of any and all contaminants or residuals, provided such contamination or residuals does not exceed 20% by volume as measured by Applicant using pre-approved PPR contaminant estimating procedures;
 - If contamination exceeds 20%, Applicant shall transfer the SSO contents of the SSO container to an appropriate solid waste disposal container on-site and transported, at Applicant's cost, to a PA DEP permitted solid waste disposal facility. The Applicant is expected to consider possible costs of contaminants and residuals disposal and to adjust for these contingencies in its proposal;
- Site development, building modification, infrastructure development, SSO processing, and other operational needs for the collection and composting of SSO in the designated composting facility;
- Provision of all necessary carbon amendments (i.e. "browns") to offset the nitrogen content of the SSO. PPR and/or other City entities may be able to supplement the supply of "browns" from time to time;
- Assistance with developing educational materials related to waste handling procedures and SSO segregation, and in advertising and promoting the program;
- Maintenance of Applicant-supplied equipment for collecting and composting SSO. Any equipment removed for maintenance or cleanings will be returned to service within 72

hours. All containers, including any City owned equipment, must be kept free of odor, leakage, or emissions, and in good working order to the sole satisfaction of the City. The successful Applicant is required to maintain equipment provided 24 hours a day, 7 days a week, including weekends and holidays; and,

- Availability by phone or email a minimum of eight hours daily, 5 days per week between the hours of 7:00 AM and 6:00 PM, to respond to operational/maintenance support needs. All service calls shall be responded to within 24 hours of initial email or telephone contact.

Optional Services: PPR is interested in the following services from Applicants with appropriate capacity and expertise:

- Waste characterization study: quantify contents of recreation center solid waste. Study methodology, scope, and schedule to be co-developed with PPR to produce statistically reliable estimates of PPR waste stream composition and qualities and must conform to standard industry protocols and definitions. Applicant will provide all related resources, including equipment and labor, to conduct the study. Applicant will provide draft and final versions of the study, and all raw data, tables, and summaries in electronic format;
- Annual waste audit: Successful Applicant will be required to participate in the City's Municipal Building Waste Audit Program. See Appendix J for Program guide.

2. Tangible Work Products

The Department requires completion and delivery of at least the tangible work products listed below. The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles (as identified in Section II.I, *Organizational and Personnel Requirements*), that will be responsible for delivering the work product. For each work product, the Applicant should propose criteria for satisfactory completion and delivery. Applicants may propose additional or revised tangible work products but should explain why each is necessary to achieve the project objectives.

- Appropriately-sized SSO collection containers and a plan for keeping them clean at the Applicant's expense;
- High-quality, finished, tested compost, a portion of which is to be reserved for use by PPR (See Section II.H Concession Rate/Cost Proposal for details on how to frame this portion of the proposal);
- Data related to SSO collection, including weekly weights per site and notification of any site-based SSO issues, as well as finished compost quantity reporting;
- An odor-management plan for the facility, to be submitted to PPR for approval prior to starting operations. The plan must include potential sources and mitigation options; odor monitoring procedures; and an odor complaint response procedure.

3. Additional Responsibilities

In addition to the services, work products, reporting, and other elements listed in this section, applicants should keep the following in mind when assembling a proposal:

- The successful Applicant will be allowed to bring in SSO sourced from non-City sources. In no case will the Applicant be allowed to bring any Unacceptable Materials into the compost facility.¹
- The successful Applicant must not store or warehouse SSO in violation of health and safety standards and must conform to all municipal and State regulations and requirements. In the event of a violation of permits or regulations, the successful Applicant will **also** receive a warning from PPR. A second violation will constitute breach of contract and result in contract termination.
- The successful Applicant must enroll in the U.S. Composting Council (USCC) Seal of Testing Assurance (STA) program, and have the compost tested by USCC-certified laboratories on the schedule prescribed by the STA program, or quarterly, whichever is lesser time.
- The successful Applicant must maintain third party receipts for the duration of the contract showing revenues for sold compost products. PPR maintains the right to review all such documentation, and to conduct periodic reviews of the financial performance of the successful Applicant to see if adjustments in the amounts of compost provided to the City are warranted.

C. Timetable

The scope of work proposed by Applicant should include a detailed project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each. The Applicant should state the number of days following the Department’s authorization to proceed under the City contract by which it will be ready to start the work, including any mobilization time. If the Applicant proposes a different overall time of performance, it should state its reasons.

Milestone	Task Description	Service / Tangible Work Product Description	Completion
I. SSO Collection from Designated Recreation Centers for Year 1			
	Review Y1 pick-up sites as designated by PPR and design a route and schedule for pick-up	PPR Recreation Center Y1 pick-up schedule	Within one month of contract conformance
	Initiate pick-up schedule	First week of SSO pick-ups from recreation centers	No later than April 27, 2020
	Revise pick-up schedule to accommodate summer programs	Revised pick-up schedule to accommodate higher volume	Late May 2020
II. Compost Site Preparation			
	Determine what modifications to the site, if any, need to be made	Site Modification Plan	Within one month of contract conformance
	Completion of site modification	Compost site fully operational	Late May 2020

¹ Unacceptable materials include: mixed municipal solid waste; hazardous materials or wastes; toxic materials or wastes, radiological materials or wastes; petroleum-containing materials or wastes; rocks or stones; tires; construction or demolition debris; liquids; other materials mutually agreed upon. The City reserves the right to add to this list should it find reason to do so.

D. Hours and Location of Work

All PPR SSO must be composted at the City-provided composting facility at 5650 Rising Sun Ave., Philadelphia, PA 19120.

SSO must be collected and hauled from the PPR facilities by the successful Applicant to the facility in accordance with existing State, local, and departmental collection policies and practices. Currently, PPR arranges for waste pick up twice per week from April 15 through October 15, and once per week all other times of year. PPR may make changes to its collection policies and practices whenever PPR determines a change to be in PPR's best interest. The successful Applicant must be available to collect and process SSO Monday through Saturday within a negotiated 8-hour day between 7:30 AM and 7:00 PM.

E. Monitoring and Security

By submission of a proposal in response to this BV RFP, the Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City of Philadelphia, and with all security policies and requirements of the City.

At all times during the Term of this Contract, the successful Applicant shall work with the Department of Parks and Recreation staff to secure 5650 Rising Sun Ave. at all times, including having appropriate procedures for staff and visitors during working hours, and securing the site during non-working hours.

F. Reporting Requirements

The successful Applicant shall assist PPR staff in ongoing reporting and overall assessments of the food scraps recycling program related to continual improvement, waste reduction, cost savings, diversion rate improvements, and development of overall goals and strategies for program improvement. PPR staff and the successful Applicant shall meet on a regular basis to discuss progress, status, and performance of services.

Additionally, PPR requires quarterly and annual reports to be submitted digitally. Specific reporting requirements will be co-developed and agreed upon during the implementation phase and adjusted as needed throughout the contract.

Quarterly reports must include:

- Total costs and revenues related to SSO collection and composting
- Number of PPR sites collected from
- SSO data: tonnage and waste composition, by pick-up site and waste stream preferred
- Other information, including co-developed KPIs or verification information, as agreed upon by PPR and the successful Applicant
- A list of all interactions with federal, state or City regulators, including but not limited to the U.S. Environmental Protection Agency and the PA Dept. of Environmental Protection. This should include copies of any and all correspondence of any type to or from said agencies.

PPR anticipates that the successful Applicant will submit a draft quarterly report after the first 3 months of the program, in which it will note any operational or data deficiencies related to data

collection as requested, and propose how these deficiencies can be overcome. It is anticipated the second report, after month 6 of the program, will be fairly complete and establish the format for subsequent reports.

Annual reports must include:

- Description of the successful Applicant's progress on meeting pre-established SSO recycling goals
- Plans for meeting goals in the upcoming contract year
- Outline opportunities to increase or improve SSO recycling at PPR facilities
- A list of all interactions with federal, state or City regulators, including but not limited to the U.S. Environmental Protection Agency and the PA Dept. of Environmental Protection. This should include copies of any and all correspondence of any type to or from said agencies.

G. Specific Performance Standards

The City expects that the contract resulting from this BV RFP will include performance and quality standards for the project, including but not limited to the following:

1. ***Service additions and deletions***: the successful Applicant will extend service to all PPR recreation centers within a reasonable timeframe. Recreation centers may be deleted if it is determined by the Applicant and PPR that centers are no longer generating significant SSO.
2. ***Environmental and safety requirements***: The successful Applicant must comply with all local, state, and federal laws and regulations, and PPR policies governing the recycling, storage, transportation and disposal of waste streams.

The successful Applicant must follow all standard safety practices of the trade. The successful Applicant must comply with requirements of the Occupational Safety and Health Act of 1970 ("OSHA").

The successful Applicant must exercise all reasonable care and diligence in collecting and transporting SSO. Every effort shall be made to prevent spilling, scattering or dropping SSO during the collection and transportation process. In the event that collection materials are spilled, scattered or dropped, the operator shall immediately clean up the material in a proper manner.

Hydraulic, oil, fuel and any other liquids that may be spilled/dropped as a result of the SSO collection process must be reported immediately to PPR and cleaned up and removed by the successful Applicant within 4 hours of the successful Applicant becoming aware of or being notified of a spill. The successful Applicant must have a supervisor/company representative onsite within 30 minutes of such knowledge of a spill to secure the site and supervise clean-up activities. Supervisor or company representative must remain onsite until clean-up is complete, and all waste has been removed. Any spillage that may be considered hazardous or toxic must be cleaned up and removed by personnel properly

trained in handling and managing hazardous or toxic material. No spill will be left unattended nor clean up delayed longer than 8 hours after its occurrence.

In the event that the successful Applicant does not immediately respond to the request for clean-up by the City as described above and the City takes action to affect the clean-up, all fees associated for such work shall be charged to the successful Applicant.

3. ***Inspection of Processing Facilities:*** The successful Applicant will maintain the composting facility at 5650 Rising Sun Ave. in compliance with all Applicable Law and best management practices. PPR or an authorized representative may inspect the facility and the work performed at any time to determine compliance with the contract, including all equipment, operating procedures, materials and records, and maintenance records. Inspections will occur during operating hours with or without notification, and inspection will not relieve the successful Applicant from any obligation to perform the work strictly in accordance with the contract and all Applicable Law. The successful Applicant must furnish all reasonable assistance required for its inspection, including cooperation with PPR's representatives, who must have full access to all parts of the facility.

PPR will require its employees, agents, and the successful Applicant and its representatives to comply with the successful Applicant's reasonable and lawful rules and regulations in performance of its duties.

4. ***Site Rules and Regulations:*** The successful Applicant is solely responsible for the reliability, safety, adequacy, and efficiency of its operations and/or methods at the composting facility. With 30 days prior written notice to PPR, the successful Applicant may implement additional policies and procedures that are consistent with the contract and applicable laws and which apply equally to all activities performed under this contract or at the composting facility; provided however, that such additional policies and procedures may be implemented earlier than upon 30 days prior written notice if such implementation is required in order to comply with Applicable Law, avoid an emergency or to protect the health, safety and welfare of the successful Applicant, its employees or persons performing services under this contract.

The City reserves the right to reject any item of work that does not meet the Department's minimum standards of performance and quality, or that does not conform to the contract scope of work. The City shall not be obligated to pay for rejected work.

H. Concession Rate/Cost Proposal

PPR will not extract a concession fee for use of its land, utilities (including electricity, water supply, sewer service, natural gas, and telecommunications/data transfer), and inputs (including SSO); nor will it pay for services rendered, work products delivered, or any of the successful Applicant's site modification, infrastructure, equipment, labor, marketing and sales support, etc.). Rather the "cost proposal" portion of Applicant proposals should address and will be evaluated on two criteria:

1. The rate at which the Applicant scales up operation to collect and compost SSO from all 156 recreation centers, and;

2. The amount of finished compost and/or soils, in percentage of total production and pounds, the Applicant commits to returning to PPR annually. PPR requests a minimum annual guarantee of 25% of total finished compost production or 165 cubic yards, whichever is greater.

Use Appendix H, Concession Fee Proposal Form, when providing an offer.

I. Organization and Personnel Requirements

The Applicant must have at least 3 years of experience in the successful management and operation of food scraps/SSO recycling collection, transport and marketing of similar design and capacity to the proposed work associated with this request for proposals.

J. Alternative Solutions

If an Applicant offers options and/or alternative solutions that are not requested in this BV RFP or are not included in its proposed prices, the Applicant must provide the following information for each:

- A detailed description of the option/alternative solution (including, but not limited to, all features, functionality, and/or services that will be unavailable if the option/alternative is not purchased);
- If not included in the proposed prices, a full explanation of the rationale for not including;
- Detailed cost information for each option/alternative, in accordance with the cost proposal requirements of the BV RFP.

III. Proposal Format, Content, and Submission Requirements; Selection Process

A. Proposal Format

Proposals submitted in response to this BV RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

1. Table of Contents

2. Applicant Profile

Provide a narrative description of the Applicant itself, including the following:

- a. Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
- b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
- c. A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or

as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this BV RFP.

3. Project Understanding

Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this BV RFP. Applicant shall describe how the Applicant's business experience will benefit the project.

4. Proposed Scope of Work

Provide a proposed scope of work, including a cost proposal and project timetable (schedule), in accordance with Section II, "Scope of Work," of this BV RFP. Scope of work should include:

- Mobilization plan: describe program start-up including expected compost site modifications; proposed schedule for scaling up service from an initial set of rec centers to all rec centers over the course of the contract;
- Compliance with Applicable Law and compliance with all Pennsylvania Department of Environmental Protection permits issued to the City for this project;
- Operations plan: describe operating activities as they pertain to Services and Work Products outlined in Section II.B, including collection, decontamination, processing, segregation, storage, weighing, recordkeeping, and reporting. Also identify proposed markets for compost and/or soils made from PPR food scraps with a proposed sales plan;
- Staffing plan: including management structure; number of staff by job category needed to perform all services described in this RFP; experience requirements and fully burdened wage rates by job category; human resources policies and procedures
- Maintenance plan: describe plan for preventative and corrective maintenance, providing clean SSO containers, and other as described in Section II.B
- Safety plan: including environmental and safety programs to manage risks associated with the scope of work (including but not limited to biological hazards like pathogenic bacterial or fungal species; chemical hazards such as off-gassing of ammonia, methane, carbon dioxide, hydrogen sulfide, or other chemical agents; and public safety and nuisance hazards, such as vermin infestation or disagreeable odors), and discussion of staff members' regulatory expertise
- Communication plan: describe how the Applicant will work with PPR to ensure timely notification of relevant information, including but not limited to changes in equipment status, planned maintenance/cleaning, vandalism, etc.
- Program Improvement plan: identify how Applicant's company would identify opportunities to reduce the volume of waste generated and/or increase diversion through improvements to existing operations, including additional recycling or composting programs; also include samples of quarterly and annual reports as described in Section II.G.

5. Statement of Qualifications; Relevant Experience

Provide a statement of qualifications and capability to perform the services sought by this BV RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this BV RFP. If any minimum qualifications for performance are stated in this BV RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements. Supporting materials should include resumes, licenses, and certifications for all key personnel.

6. References

Provide at least three references, preferably for projects that are similar in type, scope, size and/or value to the work sought by this BV RFP. If applicable, Applicant should provide references for projects with other municipalities that are similar in size to the City of Philadelphia. For each reference, include the name, address and telephone number of a contact person.

7. Proposed Subcontractors

State the intention to use subcontractors to perform any portion of the work sought by this BV RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B. Note that if subcontractors at any tier may perform services arising directly out of a City contract resulting from this BV RFP, Applicants must inform them of the City's minimum wage and benefits requirements and must require them to comply with such requirements. (See Section III.E for more information.)

9. Requested Exceptions to Contract Terms

State exceptions, if any, to City Contract Terms that Applicant requests, including the reasons for the request and any proposed alternative language. (See Section III.B for more information.)

10. Office of Economic Opportunity – Economic Opportunity Plan, Solicitation for Participation and Commitment Form/Diversity Report of Nonprofit Organizations

As a separate document, Applicants must include a completed response to the requirements for the Economic Opportunity Plan, and Solicitation for Participation and Commitment Form when responding to a BV RFP that contains ranges for the participation of M/W/DSBEs. The form is provided with Appendix B-1 to this BV RFP. If Applicant is a nonprofit organization, such applicants must include a completed "Diversity Report of Nonprofit Organizations" on the form provided with Appendix B-2 of this BV RFP. If the Nonprofit Organization is responding to a BV RFP that contains ranges, in addition to the Diversity Report of Nonprofit Organizations, it must also submit a Solicitation for Participation and Commitment Form. (See Section III.C for more information.)

11. Tax and Regulatory Status and Clearance Statement

Include a statement, in the form requested in Appendix C, attesting to Applicant's tax and regulatory compliance with the City. (See Section III.D for more information.)

12. Disclosure of Litigation; Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this BV RFP, a description of any judicial or administrative proceeding that is material to Applicant's business or financial capability or to the subject matter of this BV RFP, or that could interfere with Applicant's performance of the work requested by this BV RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; administrative enforcement action; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Applicant's organization, and for any subcontractor Applicant plans to use to perform the services described in this BV RFP.

13. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this BV RFP. Consider providing one or more of the following:

- General statement of the Applicant's financial condition;
- Applicant's most recent audited or unaudited financial statements;
- Disclosure of any bankruptcy filings over the past five years;
- Most recent IRS Form 990 (for non-profit organizations only).

14. Local Business Entity or Local Impact Certification. (Optional if applicable to Applicant)

If applicable, Applicant may elect to provide the certification statement in the form of Appendix D as to Applicant's status as a Local Business Entity or its local impact if awarded the contract. (See Section III.G for more information.)

15. Disclosure Requirements

Disclose all information required under Chapter 17-1400 of the Philadelphia Code, including any local and state political campaign contributions, on the forms provided. (See Section III.H for more information.)

16. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal

The City's standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the Standard City Contract Terms attached to this BV RFP as Appendix A. By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

For any contract awarded for work to be performed on or after July 1, 2019 the City has instituted a policy of making all of its payments under the contract through electronic deposits into the awarded entity's designated bank account. Before any City payments are made, the awarded entity will be required to supply the City with the information necessary for the City to initiate electronic payments by completing one of the electronic payment processing enrollment forms available on the City's vendor portal at <https://secure.phila.gov/finance/vendorpayments>. Applicants awarded a contract before July 1, 2019 are encouraged to complete one of the electronic payment processing enrollment forms before the conversion to electronic payments becomes mandatory. The City intends to stop issuing paper checks.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms in a separate section of the proposal entitled "Requested Exceptions to Contract Terms." For each Requested Exception, the Applicant must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Applicant must also propose alternative language or terms for each Requested Exception. Requested Exceptions to the City's Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Applicant agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Applicant's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after the City issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

C. Office of Economic Opportunity – Participation Commitment/Diversity Reports

Each Applicant is subject to the provisions of Mayoral Executive Order 03-12, the City's Antidiscrimination Policy, and is required to exercise its "Best and Good Faith Efforts" in response to the ranges specified in the Appendix B-1 portion of Appendix B, included with this BV RFP for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Order 03-12. Forms, instructions and special contract provisions for the Antidiscrimination Policy explain these requirements in more detail and are included in Appendix B-1 to this BV RFP. Applicants are required to complete and return with their proposals the "Solicitation for Participation and Commitment" form and other required

information enumerated Appendix B-1. The City encourages proposals from M/W/DSBE Applicants. M/W/DSBE Applicants, like all other Applicants, are required to submit a proposal that is responsive to the Antidiscrimination Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (i.e., MBE range, WBE range or DSBE range).

If Applicant is a nonprofit organization, Mayoral Executive Order 03-12 requires nonprofit Applicants to document their diversity policies. Applicants that are nonprofit organizations should refer to the special contract provisions and instructions attached to this BV RFP as Appendix B-2. Included in Appendix B-2 is the form, "Diversity Report of Nonprofit Organizations," which should be completed and returned with proposals submitted by nonprofit Applicants in addition to the Solicitation for Participation and Commitment form.

D. The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this BV RFP as Appendix C.

If the Applicant is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Applicants will not be eligible for award of the contract contemplated by this BV RFP.

The selected Applicant will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this BV RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If an Applicant or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this BV RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract

contemplated by the BV RFP.² Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License³ may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on “Register Now.” If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

E. Compliance with Philadelphia 21st Century Minimum Wage and Benefits Ordinance

Applicants are advised that any contract awarded pursuant to this BV RFP is a “Service Contract,” and the successful Applicant under such contract is a “Service Contractor,” as those terms are defined in Chapter 17-1300 of the Philadelphia Code (“Philadelphia 21st Century Minimum Wage and Benefits Standard Ordinance”) Any Subcontractor and any sub-subcontractor at any tier proposed to perform services sought by this BV RFP, is also a “Service Contractor” for purposes of Chapter 17-1300. If any such Service Contractor (i.e. Applicant and subcontractors at any tier) is also an “Employer,” as that term is defined in Section 17-1302 (more than five employees), and is among the Employers listed in Section 17-1303 of the Code, then during the term of any resulting contract, it is subject to the minimum wage and benefits provisions set forth in Chapter 17-1300 unless it is granted a waiver or partial waiver under Section 17-1304. Absent a waiver, these minimum wage and benefits provisions, which include a minimum hourly wage that is adjusted annually based on the CPI, health care and sick leave benefits, are mandatory and must be provided to Applicant’s employees or the employees of any subcontractor at any tier who perform services related to the City contract resulting from this BV RFP. Applicants and any subcontractors at any tier proposed by Applicants are strongly encouraged to consult Chapter 17-1300 of the Philadelphia Code⁴ and the Standard City Contract Terms for further details concerning the applicability of this Chapter to and obligations it imposes on certain City contractors and subcontractors at any tier. In addition to the enforcement provisions contained in Chapter 17-1300, the successful Applicant’s failure or the failure of any subcontractor at any tier to comply (absent an approved waiver) with the provisions of Chapter 17-1300, or any discrimination or retaliation by the successful Applicant or Applicant’s subcontractors at any tier against any of their employees on account of having claimed a violation of Chapter 17-1300, shall be a material breach of any Service Contract resulting from this BV RFP. By submitting a proposal in response to this BV RFP, Applicants acknowledge that they understand, and will comply with the requirements of Chapter 17-1300, and will require the compliance of their subcontractors at any tier if awarded a contract pursuant to this BV RFP. Applicants further acknowledge that they will notify any subcontractors at any tier proposed to perform services related to this BV RFP of the requirements of Chapter 17-1300.

F. Certification of Compliance with Equal Benefits Ordinance

² Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

³ Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

⁴ A link to the Philadelphia Code is available on the City’s official web site, www.phila.gov. Click on “City Code and Charter,” located to the bottom right of the Welcome page under the box “Transparency.”

If this BV RFP is a solicitation for a “Service Contract” as that term is defined in Philadelphia Code Section 17-1901(4) (“A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency.”), and will result in a Service Contract in an amount in excess of \$250,000, pursuant to Chapter 17-1900 of the Philadelphia Code (*see* footnote 3 for online access to the Philadelphia Code), the successful Applicant shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits the successful Applicant extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this BV RFP, all Applicants so acknowledge and certify that, if awarded a Service Contract pursuant to this BV RFP, they will comply with the provisions of Chapter 17-1900 of the Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1900 and prior to execution of the Service Contract by the City, the successful Applicant shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the successful Applicant does not provide employment benefits to the spouses of married employees. The successful Applicant’s failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Applicant against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the any Service Contract resulting from this BV RFP. Further information concerning the applicability of the Equal Benefits Ordinance, and the obligations it imposes on certain City contractors is contained in the Standard City Contract Terms attached to this BV RFP and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the PHLContracts home page.

G. Local Business Entity or Local Impact Certification

Pursuant to Mayoral Executive Order No. 04 -12, the City Department will, in the selection of the successful Applicant, consider whether that Applicant has certified that either (1) Applicant meets the criteria stated in Section 17-109(3)(b) of the Philadelphia Code to qualify as a Local Business Entity or (2) in the performance of the resulting contract, Applicant will employ City residents, or perform the work in the City. Any Applicant who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its application a completed Local Business Entity or Local Impact Certification, the form of which is attached to this BV RFP as Exhibit D. The Applicant shall then also include in a separate section of the application, labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” The City Department shall deem it a positive factor where the Applicant has, in the City’s sole discretion, met the Local Business Entity or Local Impact criteria.

H. Mandatory Online Application Requirements

You must apply online in order to be eligible for award of the non-competitively bid contract opportunity described in this BV RFP; proposals and any other related documents prepared in response to this BV RFP will not be considered unless they are filed to the correct contract

opportunity established for this BV RFP (identified by Bid/Opportunity number), within the prescribed time period, through PHLContracts, which can be accessed on the City's website at www.phlcontracts.phila.gov by clicking on the BV RFP opportunity.⁵ The posting of this BV RFP on PHLContracts is also referred to as a Bid Opportunity.

The City requires that any Applicant who establishes an account on PHLContracts and utilizes that account for the purpose of responding to a particular contract opportunity is the same individual or business entity that, if awarded the contract, will enter into and perform the resulting contract with the City. Except in the case of joint ventures, applications posted on PHLContracts from Applicants that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Applicant.

In the case of multiple business entities that if awarded a contract have formed, or intend to form a joint venture to perform the contract, a single business entity may file an application on behalf of all such business entities so long as (i) the filing business entity is or will be a member of the joint venture, (ii) the application is made in the name of the existing or proposed joint venture, (iii) documentation is submitted with the application identifying all business entities that comprise, or will comprise, the joint venture, and demonstrating a binding agreement among those business entities to perform the contract as the joint venture identified in the application (for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the contract is sufficient), and (iv) the non-filing business entities are eligible for award of a City contract and make the disclosures required by Chapter 17-1400 of the Philadelphia Code (described in greater detail below) within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

Pursuant to Chapter 17-1400 of the Philadelphia Code, Applicants are required to disclose their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to the BV RFP and contributions those consultants have made; prospective subcontractors; and whether Applicant or any representative of Applicant has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the reference materials found on the eContract Philly website (<https://secure.phila.gov/eContract/>) under the "Disclosure/Eligibility" tab, e-mail phlcontracts@phila.gov or call 215-686-4720/4755.

Applicants are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City contract or subcontract at any tier. Applicants should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a contract to perform the work sought by this BV RFP.

⁵ The PHLContracts website is compatible with Internet Explorer and Google Chrome.

At their option, Applicants may require that their subcontractors disclose to the Applicants, the subcontractors' campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included). Applicants are not required to submit subcontractor disclosure forms to the City.

Applicants who have failed to file complete applications to the correct opportunity – including the online disclosure forms– through the PHLContracts online application process prior to the closing date and time will not be considered for the contract.

You are encouraged to start and complete your online application on PHLContracts 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. Your proposal and other application documents will not be considered submitted until you sign the application and click on the “submit” button at the conclusion of the PHLContracts process. It is your responsibility to make sure that you have signed and submitted your complete application to the correct contract opportunity established for this BV RFP.

You can begin uploading (or attaching) your proposal and other application materials at any time. Your documents will not be reviewed by staff within the City of Philadelphia before the proposal cutoff time and documents submitted after the proposal cutoff time will not be considered. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

You are advised that any individual who signs and submits an application on PHLContracts must be an authorized signatory of the Applicant, authorized to both bind the Applicant to its proposal and to make the disclosures required to complete the PHLContracts process. Therefore, in conjunction with their electronic signatures, provided with the mandatory disclosure forms, signatories will be required to certify that they are the Applicant or are employees or officers of the Applicant duly authorized to execute the application and make disclosures on the Applicant's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

I. Selection Process

Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the City, be rejected, as not responsive to the RFP, without further consideration.

This Best Value RFP is not a competitive bid subject to the requirement of Section 8-200 of the Philadelphia Home Rule Charter that award be made to the lowest responsible bidder. In accordance with Best Value RFP guidelines, economic benefit to the City, including but not necessarily limited to the amount of the Concession Rate/Cost Proposal is a material factor, but

not the sole or determining factor in the City’s proposal evaluation. The City may in its sole discretion, award the Contract resulting from this RFP to a person or entity other than the responsible Respondent proposing the highest Concession Rate/Cost Proposal the City chooses to award a Contract, the Contract will be awarded to the Respondent whose Proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest. The City will base its selection on criteria as described below:

Criteria	Weight
Technical Criteria	60%
Technical Ability, Past Performance, Experience <ul style="list-style-type: none"> a. Demonstration of relevant experience with projects that are similar in nature, size, and scope to the proposed project. b. Expertise of staff as demonstrated by individual resumes, licenses, and certifications. c. Superior skill and reputation, including qualifications, relevant experience, and references d. Anticipated long-term cost effectiveness 	15%
M/W/DSBE Plan and/or EOP <ul style="list-style-type: none"> a. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women 	15%
Management Plan & Schedule <ul style="list-style-type: none"> a. Superior quality, efficiency and fitness of proposed solution for City Department as illustrated in the proposed Scope of Work, including thorough descriptions of how all project objectives will be met, how all Services and Tangible Work Products will be delivered. b. Clear, realistic plans for mobilization, operations, staffing, maintenance, safety, communication, and program improvement that are specific, measurable, and relevant. 	15%
Marketing Strategy & Capacity <ul style="list-style-type: none"> a. Proof of success in marketing compost and/or soils as a result of extant composting operation b. Clear plan for how to collaborate with PPR to conduct internal marketing/education on SSO separation and collection, and external marketing of products resulting from this program. 	5%
Local Bonus - Applicant’s certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12	10%
Concession Rate/Cost Proposal Using Appendix H, provide an estimated schedule of recreation centers served and compost delivered (in estimated percentage of total compost production and cubic yards) for the Initial Term of the contract and each of the three Additional Terms.	40%

Vendors must be eligible under Code provisions relating to campaign contributions to be considered.

Those Proposals submitted by responsible Respondents that the City determines, in its sole discretion are responsive to this RFP will be reviewed by a “**Selection Committee**” consisting of representatives of the City. Subject to the conditions set forth in this RFP, one or more Respondents may be selected to participate in further negotiations of the final Contract. See Section IV.C for more information.

If a contract is awarded pursuant to this Best Value RFP, in compliance with Section 17-1402 (c) of the Philadelphia Code, a notice will be published on the City’s PHLContracts website (go to www.phlcontracts.phila.gov) listing the names of all Applicants and identifying the successful Applicant and the basis for the award to that Applicant. This notice will appear on the City’s website for at least one week before the contract is executed. In no event, however, shall the City Department or City Agency issuing this Best Value RFP be obligated to debrief unsuccessful Applicants as to the basis for its decision not to award a contract to them.

IV. Proposal Administration

BV RFP Posted	<i>September 20, 2019</i>
Mandatory Pre-Proposal Meeting	<i>October 21, 2019</i>
Applicant Questions Due	<i>November 1, 2019</i>
Answers Posted on PHLContracts Website	<i>November 8, 2019</i>
Proposals Due	<i>December 6, 2019</i>
Applicant Interviews, if needed	<i>December 16-18, 2019</i>
Applicant Selection	<i>December 20, 2019</i>
Contract Execution	<i>January 31, 2020</i>
Commencement of Work	<i>March 1, 2020</i>

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the pre-proposal meeting date/time or location, the due date for Applicant questions, and the date for proposal submission will be posted on the City’s website at www.phlcontracts.phila.gov. The other dates/times listed may be changed without notice to prospective Applicants.

A. Questions Relating to the BV RFP

All questions concerning this BV RFP must be submitted in writing via email to Daniel Lawson at daniel.lawson@phila.gov no later than 5:00pm ET on November 1, 2019 and may not be considered if not received by then. The City will respond to questions it considers appropriate to the BV RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted as an Amendment on the City’s website at www.phlcontracts.phila.gov under the BV RFP opportunity). Responses posted on the City’s website become part of the BV RFP upon posting. The City reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral

response to any Applicant question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

B. Mandatory Pre-Proposal Meeting

A pre-proposal meeting to review the requirements of this BV RFP will be held in Philadelphia, Pennsylvania on October 21, 2019 starting at 3:00pm at 5650 Rising Sun Ave., Philadelphia, PA 19120. Attendance at the pre-proposal meeting is mandatory .

All Applicants must RSVP by Friday, October 11, 2019 to Daniel Lawson via e-mail at Daniel.Lawson@Phila.gov. The RSVP must include for all attendees: name, email address and telephone number. Applicants should limit their representation to 3 individuals per company.

The City believes that attendance at the pre-proposal meeting is essential for successful participation in this BV RFP procurement and expects every Applicant to attend. The City reserves the right, in its sole discretion, to reject without evaluation the proposal of any Applicant that does not attend the meeting.

C. Interviews | Presentations

During the evaluation of proposals, interviews or oral presentations may be required from one or more Applicants. Respondents shall be prepared to make such presentations within ten (10) calendar days after notification by the City and should be prepared to discuss all aspects of their Proposal in detail at the presentation(s). Any cost to the applicant associated with the interview, including travel, is the responsibility of the applicant.

The City further reserves the right to conduct on-site investigations of the Respondent's facilities or at a project site where the Respondent is performing or has performed work similar to that required by the RFP. The City also reserves the right to conduct such other investigations and inquiries with respect to the qualifications of each Respondent as the City deems appropriate.

D. Term of Contract

It is anticipated that the initial term of the Contract shall commence on March 1, 2020 (the "Initial Term") and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire up to twelve months thereafter, on February 28, 2021. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one-year terms ("Additional Terms"). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

PPR intends to seek City Council approval to extend both the Initial Term and Additional Terms. In the event that City Council passes an ordinance so allowing, the Initial Term of this contract will be for four (4) years, anticipated to be March 1, 2020 to February 29, 2024, with up to three (3) two-year Additional Terms. If approval from Philadelphia City Council is granted, the Terms in its ordinance will replace the one-year plus three renewals terms above.

Applicants are advised that the contract resulting from this BV RFP will require the approval of Philadelphia City Council prior to execution. By submitting a proposal in response to this BV

RFP, Applicants acknowledge their understanding and agree that any proposed contract with the selected Applicant will be (i) submitted to City Council in the form of a proposed ordinance; (ii) subject to the customary councilmanic process of public notice and hearing for the enactment of legislation by City Council; and (iii) may not result in a final, executed contract unless the proposed contract, and all terms and conditions contained therein, receives a majority vote in favor of the contract.

V. General Rules Governing BV RFPs/Proposals; Reservation of Rights and Confidentiality

A. Revisions to BV RFP

The City reserves the right to change, modify or revise the BV RFP at any time. Any revision to this BV RFP will be posted on PHLContracts with the original Opportunity Details. It is the Applicant’s responsibility to check the PHLContracts website frequently to determine whether additional information has been released or requested.

B. City Employee Conflict Provision

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this BV RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

C. Proposal Binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this BV RFP. An Applicant’s refusal to enter into a contract which reflects the terms and conditions of this BV RFP or the Applicant’s proposal may, in the City’s sole discretion, result in rejection of Applicant’s proposal.

D. Contract Preparation Fee

Pursuant to Chapter 17-700 of the Philadelphia Code, the successful Applicant must generally pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

<u>Amount of Contract or Amendment</u>	<u>For-Profit Fees</u>		<u>Non-Profit Fees</u>	
	<u>Contract</u>	<u>Amendment</u>	<u>Contract</u>	<u>Amendment</u>
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental

entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Applicant.

E. Reservation of Rights

By submitting its response to this notice of contract opportunity as posted on the PHLContracts web site (“PHLContracts”), the Applicant accepts and agrees to this Reservation of Rights. The term “notice of contract opportunity,” as used herein, means this BV RFP and includes all information posted on PHLContracts in relation to this “New Contract Opportunity” as published on PHLContracts, including, without limitation, the information posted for this opportunity on the “Detailed Information for Opportunity” page, in the PHLContracts “Opportunity List,” and including in addition to this BV RFP, any other document linked to the Detailed Information for Opportunity Page or otherwise displayed on or linked to this notice of contract opportunity.

1. This Notice of Contract Opportunity

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- (a) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
- (b) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;
- (c) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason the City determines to be in the City’s best interest;
- (d) to extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason the City determines to be in the City’s best interest;
- (e) to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;
- (f) to cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City’s sole discretion, a new notice of contract opportunity for the same or similar services;
- (g) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on PHLContracts.

2. Proposal Selection and Contract Negotiation

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

- (a) to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of the Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;

(b) to reject any proposal if, in the City's sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

(c) to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections(a) and (b) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;

(d) to require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;

(e) to issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;

(f) to enter into negotiations with any one or more Applicants 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, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;

(g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity 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;

(h) to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(i) to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(j) to elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if the City determines that it is in the City's best interest to do so;

(k) to require any one or more Applicants to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;

(l) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);

(m) to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;

(n) to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,

(o) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on PHLContracts.

3. Miscellaneous

(a) Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

(b) Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

F. Confidentiality and Public Disclosure

The successful Applicant 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 Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant 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 Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants 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 an Applicant's assertion of confidentiality and/or proprietary data.

APPENDIX A

THE CITY OF PHILADELPHIA STANDARD CITY CONTRACT TERMS FOR CONCESSIONS-TYPE CONTRACTS

A. ETHICS REQUIREMENTS (Executive Order 10-16: Prohibited Gifts to City Officials and Employees.)

The selected Applicant and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any Gift (as defined below), the receipt of which would violate Executive Order No. 10-16 issued by the Mayor of Philadelphia on October 26, 2016 under the circumstances set forth below.

Pursuant to Executive Order 10-16, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, a “Gift” from any person who, at the time or within twelve (12) months preceding the time a Gift is received:

- is seeking, or has sought, official action from that officer or employee;
- has operations or activities regulated by the officer’s or employee’s department, agency, office, board or commission, or, in the case of members of the Mayor’s Cabinet, has operations or activities that are regulated by any department, agency, office, board or commission within the Executive and Administrative branch;
- has a financial or other substantial interest in acts or omissions taken by that officer or employee, which the officer or employee is able to affect through official action;
- is a “Registered Lobbyist” (as defined below).

Applicant understands and agrees that if it, or its sub-licensees, contractors, and subcontractors offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 10-16, Applicant is subject to sanctions with respect to future City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be determined (after consultation with the City’s Chief Integrity Officer) by the Procurement Commissioner with respect to contracts subject to competitive bidding or by the Director of Finance with respect to non-competitively bid contracts.

If the Applicant or its sub-licensees, contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer, director, or employee in violation of the section above, the Applicant will commit an Event of Default under the Contract and entitle the City to exercise any rights or remedies available to it under the Contract, or at law and in equity. In addition, the City shall return or discard the item given to the City officer, director, or employee.

As used in this section, “Gift” means a payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel or lodging or anything of value given to, or for the benefit of, a City officer or employee, unless consideration of equal or greater value is received. “Gift” shall not include a political contribution otherwise reportable as required by law, a commercially reasonable loan made in the ordinary course of business, such as a home mortgage loan, or a gift received from a family member of the officer or employee.

As used in this section, “Registered Lobbyist” means any person that engages in lobbying on behalf of a principal for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of The Philadelphia Code, including an attorney at law while engaged in lobbying.

B. TAX REQUIREMENTS

Any vendor of goods, or provider of services, who submits a proposal and is awarded a contract by the City is subject to Philadelphia's business tax ordinances and regulations. This Contract is entered into in the City of Philadelphia, and the Applicant's delivery, sale, or rental of goods in the City, or performance of services in the City, is "doing business" in the City and subjects the Applicant to the City's tax requirements, including without limitation one or more of the following taxes:

- a. Business Income and Receipts Taxes
- b. Net Profits Tax
- c. City Wage Tax

Promptly following the Commencement Date, the Applicant, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted through the Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> or to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.

In addition to the City's tax requirements, the Applicant shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "Assessments") that apply to the Concession, the Contract, and the Applicant's activities under the Contract. The Applicant is solely liable for all late charges, interest, penalties, and fees arising from the Applicant's failure to timely pay all Assessments.

The City is not obligated at any time during the Term to pay any Assessments related to the Concession, the Contract, or the Applicant's activities under the Contract.

The Applicant's failure to comply with the requirements of the Contract regarding payment of Assessments, or Applicant's failure to otherwise pay an Assessment as required by Applicable Laws, is an Event of Default of the Contract.

The Respondents agree that the City may make such disclosure or reproduce such information as is deemed necessary by City, in its sole and absolute discretion, to comply with applicable law, including without limitation the Philadelphia Home Rule Charter, the Pennsylvania Right to Know Act and the federal Freedom of Information Act. Respondent expressly waives any cause of action, whether in law or in equity, that it may have against the City respecting such disclosure.

C. INDEMNIFICATION, RELEASE AND INSURANCE

The selected Applicant shall promptly hold harmless, indemnify and defend the City, as set forth in **Appendix E** to the RFP, and the selected Applicant shall release the City as set forth in **Appendix E**. In addition, on or before the Commencement Date of the Contract, the Applicant shall obtain the types and minimum amounts of insurance set forth in **Appendix E** and shall maintain those types and minimum amounts of insurance throughout the Term. As a condition precedent to the effectiveness of the License, Applicant must provide the City of Philadelphia Risk Manager with a certificate of insurance that shows the Applicant has obtained the types and amounts of insurance required under **Appendix E**. Applicant shall cause copies of all certificates of insurance to be delivered to all the officials at the addresses specified in **Appendix E**.

D. NON-INDEBTEDNESS

The Applicant represents and warrants that Applicant, and all entities under common control with the Applicant or controlled by it are not as of the Commencement Date indebted to the City. Applicant shall not at any time during the Term of the Contract be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. The Applicant shall remain current during the Term of the Contract with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Contract, at law, or in equity, the Applicant acknowledges that any breach or failure to conform to Applicant's representation, warranty, and covenant in this section may, at the option of the City, result in the termination of the Contract. In addition, the Applicant understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

The Applicant shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Applicant in the section above. The Applicant shall include the provisions in the above section in each subcontract under the Contract, with appropriate adjustment for the name of the subcontractor.

E. CODE CHAPTER 17-300: PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD

As the recipient of a City concession the selected Applicant is subject to Chapter 17-1300 of the Code, entitled "Philadelphia 21st Century Minimum Wage and Benefits Standard" (as it may be amended from time to time, the "Minimum Wage and Benefits Standard"), accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>. If Applicant, or any contractors or subcontractors at any tier engaged by Applicant to perform work or provide services under the Contract are also "**Employers**," as that term is defined in Section 17-1303 of the Code (more than 5 employees), then absent a waiver, during the Term of the Contract, in addition to any applicable state and federal requirements, Applicant shall provide, and shall enter into contracts and subcontracts and otherwise cause any contractors and subcontractors at any tier that are also Employers to provide their respective "**Employees**," as that term is defined in Section 17-1302 of the Code (persons who perform work for a covered Employer that arises directly out of the Contract), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:

- Minimum Wage, an hourly wage, excluding benefits, equal to at least the higher of:
 - 150% of the federal minimum wage or,
 - commencing as of January 1, 2016, for wages to be provided on and after each January 1 of each year until termination of the Contract, wages that are no less than the result of multiplying \$12.00 by the then current CPI Multiplier, as annually adjusted. The CPI Multiplier shall be calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) All Items Index, Philadelphia, Pennsylvania, as of each January 1 by the CPI-U published as of January 1, 2015. The then-current minimum hourly wage applicable to City contractors, subcontractors and City financial aid recipients will be posted on the City's web site.
- Minimum Benefits
 - to the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and
 - provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

- Notwithstanding the above requirements, to the extent a change in the law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage would increase the required City minimum wage due to the 150% requirement), Applicant shall be required to comply with the new required minimum wage within one (1) year of the date the change in the City's minimum wage law became effective.

The City recommends that Respondents consult their legal and financial advisors to make a determination as to whether their employees who will operate the "*Name the Concession*" would be subject to the Philadelphia 21st Century Minimum Wage and Benefits Standard. If the Respondents' Employees are subject to the 21st Century Minimum Wage and Benefits Standard, but meet the definition of tipped employees under Pennsylvania's Minimum Wage Act of 1968, then the Respondent must pay such tipped employees a sufficient hourly wage such that when combined with the employees' average tip income, the employees earn on a daily basis, at least the current 21st Century Minimum Wage and Benefits Standard per hour.

If covered, absent a waiver, Applicant shall promptly provide to the City all documents and information as the City may require verifying its compliance, and that of all contractors and subcontractors at any tier under the Contract with the requirements of Chapter 17-1300. Each contractor or subcontractor at any tier that is an Employer shall notify each affected Employee what wages and benefits are required pursuant to Chapter 17-1300.

Absent a waiver, an Employer subject to Chapter 17-1300 shall comply with all its requirements as they exist on the date when Applicant entered into the Contract with the City or when the Contract is amended. Applicant shall take such steps as are necessary to notify its contractors of these requirements, and to cause such contractors to notify lower-tier subcontractors that are Employers of these requirements, including, without limitation, by incorporating this section of these General Contract Provisions, with appropriate adjustments for the identity of the parties, in Applicant's contracts with such contractors, and in turn, such contractor's subcontracts at any tier. Applicant or any contractor or lower-tier subcontractor subject to Chapter 17-1300 that fails to comply with these provisions, after notice and hearing before the Director of Finance, or such other officer or agency designated by the Mayor, may be suspended from contracts with the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 of the Code or the Contract.

Without limiting the applicability of Section 11 (Default: Cure Periods, Remedies, Notice, No Non-Express Waivers) of these General Contract Provisions, Applicant's failure to comply, or the failure of Applicant's contractors or subcontractors at any tier to comply, with the requirements of Chapter 17-1300 shall constitute a substantial breach of the Contract entitling the City to all rights and remedies available at law or in equity.

Applicant's covered Employees shall be deemed third-party beneficiaries of Applicant's representation, warranty, and covenant to the City under this section of the General Contract Provisions (but not any other section of the Contract, including any Exhibits, Appendices or other attachments), and the covered Employees of a contractor or subcontractor at any tier that is also a covered Employer performing services directly or indirectly under a subcontract at any tier in connection with the Contract shall be deemed third-party beneficiaries of their Employer's representation, warranty and covenant to the City, or to Applicant's contractors by their subcontractors at any tier, as the case may be, under this section of the General Contract Provisions.

The City's Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on

the applicability of, and requirements placed on a Applicant under a contract with the City, other City contractors and their respective subcontractors at any tier is available on the City’s website at <https://secure.phila.gov/eContract> under the “About” link; see “Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors.”

F. THE PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT

It is the policy of the City of Philadelphia to ensure that each Respondent has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining each Respondent’s compliance status, each Respondent is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as **Appendix C**.

If a Respondent is not in compliance with the City’s tax and regulatory codes, the City will provide the Respondent with an opportunity to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Respondents may not be eligible for award of the contract contemplated by this RFP.

The selected Respondent will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If a Respondent or a proposed subcontractor is not currently in compliance with the City’s tax and regulatory codes, please contact the City’s Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Respondents need not have a City of Philadelphia “Business Income and Receipts Tax Account Number” (formerly called a “Business Privilege Tax Account Number”) and “Commercial Activity License Number” (formerly called a “Business Privilege License Number”) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.

A Respondent that has specific questions about the tax account, the license, or related matters, may call the City’s Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number, or the City’s Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License¹ may be made on line by visiting the at <http://business.phila.gov/Pages/Home.aspx> and clicking on “Register Now.”

G. BEST VALUE DISCLOSURE REQUIREMENT

This RFP offers a best value concession opportunity under City of Philadelphia Home Rule Charter Sections 8-200 and 8-201 and Philadelphia Code Title 17. Therefore, a Respondent’s proposed Concession Fee is not the sole factor the City will consider in awarding the Contract. The City will consider other factors as well and may not necessarily award the Contract to the Respondent who offers the highest proposed Concession Fee. See Section III.I for more details about how the City will award the Contract.

H. PHILADELPHIA CODE CHAPTER 17-1400 CAMPAIGN CONTRIBUTIONS

Respondents to this RFP and the selected Applicant and its subcontractors, sub-Applicants, subtenants and sublicenses, if any, are required to disclose: (i) their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); (ii) any consultants used in responding to this RFP and contributions those consultants have made; (iii) the identity of prospective subcontractors Respondent intends to use if awarded the Contract; and (iv) whether Respondent or any representative of Respondent has received any requests for money or other items of value from a City officer or employee, or (v) whether Respondent or any representative of Respondent has received any advice on particular firms to satisfy minority, woman, disabled, or disadvantaged owned business participation goals from a City officer or employee.

Respondents are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City Contract or subcontract at any tier. Respondents should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a Contract to perform the work sought by this RFP.

At their option, Respondents may require that their subcontractors disclose to the Respondents, the subcontractors’ campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included). Respondents are not required to submit these forms to the City.

Types of Disclosures required by Chapter 17-1400 of The Philadelphia Code:

- The names and contact information of any Consultants paid by the Respondent in the last year to assist in obtaining the contract opportunity, including the amount paid or, alternatively, a certification stating that no such consultants (as defined in Chapter 17-1400) were used;
- Campaign contributions made in the preceding two years by either the Respondent or any of their aforementioned consultants or by any persons whose contributions are attributable to the

¹ Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

Respondent pursuant to The Philadelphia Code §17-1405 to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth (federal campaign contributions are not included) or to any political committee organized in support of any such candidate or incumbent;

- The names and contact information of prospective subcontractors which the Respondent intends to use during the term of the contract and the amount or percentage to be paid to each subcontractor;
- Whether the Proposer or any representative of the Respondent has received any requests from City officials or employees in the preceding two years for money or other items of value and, if so, the name of each official, the date of the request, the amount requested and, if payment was made in response to the request, the dates and amounts of any such payments; and,
- The names and titles of any City officers or employees who advised the Respondent in the preceding two years on satisfying minority-, women- or disabled-owned business participation goals, the date any such advice was given and the names of any particular persons whom the City officer(s) or employee(s) recommended to use in satisfying participation goals.

You will be required to disclose any campaign contributions made during the two years prior to the application deadline; however, only those contributions made on or after June 1, 2017 will count towards eligibility for that opportunity

This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the reference materials found on Appendix A of this RFP or, e-mail bid.info@phila.gov or call 215-686-4720 or 215-686-4755.

Complete the on-line Campaign Contribution Electronic Disclosure Form located in the Attachment tab of PHLContracts as Appendix G. This completed form will be considered part of Respondent's response. Respondents who fail to file this Disclosure Form prior to the closing date and time of the RFP will not be considered for the Contract.

I. LGBTQ APPLICANT OPPORTUNITY DATA FORM

As part of the City's commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, "LGBTQ businesses"). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified business into the City's vendor database.

Respondent responses are completely voluntary, and failure to return the Form will not preclude a Respondent from being awarded a Contract.

Complete the on-line LGBTQ Applicant Data Form located in the Attachment tab of PHLContracts as Appendix F and upload the Form to PHL Contracts as Vendor Attachments. Respondents who wish to keep their responses private should check the box marked "confidential" in PHL Contracts when uploading their Form.

J. DEFAULT: CURE PERIODS, REMEDIES, NOTICE, NO NON EXPRESS WAIVERS

The Applicant will commit an "Event of Default" under the Contract if any of the following occurs:

- a. Applicant fail to timely pay to the City any portion of the Concession Fee; or any other payment the Contract requires, or fails to timely replenish the Security Deposit; or

- b. Applicant fails to timely comply with any other obligation, requirement, limitation, or prohibition applicable to Applicant under the Contract.

If the Applicant commits an Event of Default under the section above, and fails to cure the Event of default within the applicable cure period specified below, then without further notice the City may, in its absolute discretion, immediately suspend or terminate the Contract, in whole or in part, without liability to the City.

- In the case of an Event of Default under (a), the period within which Applicant fails to cure the Event of Default is five (5) days after receiving written notice from the City of the Event of Default,
- In the case of an Event of Default under (b), the period within which Applicant fails to cure the Event of Default is thirty (30) days after receiving written notice from the City of the Event of Default,
- In the case of an Event of Default (b) that cannot reasonably be cured within thirty (30) days after receiving the City's written notice of the Event of Default, Applicant must actively start to cure the Event of Default within the thirty (30) days of receiving the City's notice of the Event of Default and provide clear evidence to the City of the steps Applicant has taken to commence the cure, and the period within which Applicant must complete the cure of the Event of Default is ninety (90) days after receiving the City's written notice of the Event of Default.
- In the case of any Event of Default that poses a threat of an emergency or posing an imminent harm to persons or property, as determined by the City in its sole discretion, then without further notice the City may, in its absolute discretion, immediately suspend or terminate the Contract, in whole or in part, without liability to City And shall be entitled to immediately cure such default, at Concesionaire's sole cost and expense without notice from the City to the Applicant.

Upon termination of the Contract for an Event of Default that has not been cured as provided above, Applicant shall immediately surrender the License and vacate the Licensed Spaced and remove Applicant's property from the Licensed Space, and in the event Applicant fails to timely remove its property, the City shall be entitled to remove and dispose of such property at Applicant's cost and expense.

In addition to the City's rights and remedies, the successful Applicant shall pay all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Also, if Applicant commits an Event of Default and fails to cure the Event of Default within the applicable cure period (if any), then the City may exercise all rights and remedies available to it at law or in equity, in addition to the remedies available to the City under the Contract. The City may exercise its remedies under the Contract, at law, or in equity, separately, cumulatively, successively, and repeatedly, in the City's absolute discretion.

The City's failure or delay in providing written notice of an Event of Default to Applicant does not relieve or excuse the Applicant from any liability arising from or related to the Event of Default and does not waive any of the City's rights or remedies upon delivering written notice to the Applicant of the Event of Default and Applicant's failure to cure the Event of Default in the applicable cure period, or immediately and without notice in the case of an Event of Default that poses a threat of imminent harm to person or property.

No breach of any provision in the Contract is waived for any reason unless the City waives it in a writing that expressly identifies itself as a waiver of a specific breach and that is signed by the Commissioner of the Department of Parks & Recreation. The City's waiver of any breach of any provision in the Contract is not a waiver of any subsequent breach of that same provision or any other provision in the Contract.

K. COMPLIANCE WITH APPLICABLE LAWS

In the RFP and Contract, “**Applicable Law**” and “**Applicable Laws**” mean all present and future Commonwealth of Pennsylvania, federal, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to any of the following: the Contract and the Applicant.

L. SEVERABILITY

The provisions of the Contract, including but not limited to the RFP, are severable. If any provision of the Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then that provision is deemed adjusted to the minimum extent necessary to cure the invalidity or unenforceability. Except as provided in the next sentence, the invalidity or unenforceability of one or more of the provisions in the Contract does not affect any other provision of the Contract. If any provision of the Contract is held invalid or unenforceable so that the City is deprived of a material consideration to it under the Contract, however, then the City may, in its absolute discretion, terminate the Contract without liability to the Applicant or any Respondents as the case may be.

M. FORCE MAJEURE EVENT

Applicant is excused from compliance with any obligation or limitation under the Contract where (1) compliance with the obligation or limitation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike (except a strike by Applicant’s own employees), and (2) Applicant cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1) and (2) together, a “**Force Majeure Event**”).

Applicant is excused from compliance with any obligation or limitation under the Contract because of a Force Majeure Event only for the duration of the Force Majeure Event or until Applicant can sooner reasonably make alternative arrangements to enable its compliance. If the Force Majeure Event renders impossible Applicant’s compliance with a material obligation or limitation under the Contract, and if the Force Majeure Event continues for 60 days or longer, then the City may terminate the Contract in the City’s sole discretion without liability to the Applicant.

The City is excused from complying with any requirements or limitations applicable to it under the Contract if the City cannot comply because of any acts of God, acts of public enemy, riot, freight embargo, strike, other work stoppage, government action, breakdown or failure of apparatus or equipment or machinery employed in supplying required services, or any act or condition beyond the reasonable control of the City.

N. NON-SUSPENSION; DEBARMENT

By submitting a response to this RFP, Respondent also certifies and represents that Respondent and all of the individuals acting on Respondent's behalf including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Respondent cannot so warrant, then Respondent shall submit to the Responsible Official a full, complete written explanation as to why Respondent cannot so warrant. Respondent shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Respondent’s compliance with the terms of this or any other contract between Respondent and the City which results in the suspension or debarment of Respondent. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Respondent shall not be responsible for costs of investigations which do not result in Respondent's suspension or debarment.

O. NON-DISCRIMINATION

The Contract will be entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing the Contract, Applicant shall not discriminate or permit

discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, the City may, in addition to any other rights or remedies available under the Contract, at law or in equity, terminate the Contract forthwith.

Applicant agrees, in performing the Contract, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Applicant 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 the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available at law or equity.

Applicant agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner, which the 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, without limiting the applicability of Section 11, Termination for Default, a substantial breach of the Contract entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

Federal Laws. Applicant agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, The Americans with Disabilities Act of 1990 (ADA) as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

P. NON-DISCLOSURE OF CITY DATA

The Contract will provide that Applicant maintain in confidentiality City information, records, and data that are delivered to it by the City for performance of the Contract or that otherwise come into its possession in the course of performance, and to return to the City or destroy such information, records, and data following completion of its work under the Contract.

Q. CURING BREACHES

If Applicant shall be in breach in the performance of any of its obligations under the Contract, the City may (but shall not be obligated to do so), in addition to any other rights it may have in law or equity, cure such breach on behalf of Applicant and Applicant shall reimburse the City upon demand for any sums Applicant or costs incurred by the City in curing such breach, including reasonable attorneys' fees and other legal expenses, which sums and costs together shall be deemed payable as additional commissions under the Contract.

R. NO WAIVER

No failure by the City to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of the Contract or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by the City of full or partial payment of commissions, fees, or other payment due under the Contract during the continuance of any such breach, (with or without knowledge of the breach), shall constitute or be construed to constitute a waiver of any such breach or of such term, covenant, agreement, provision, condition or limitation. No term, covenant, agreement, provision, condition or limitation of the Contract to be kept, observed or performed by Applicant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Party to be bound. Any waiver of any breach shall

be limited to the breach so waived, and shall not affect or alter the Contract; each and every term, covenant, agreement, provision, condition and limitation of the Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

S. BANKRUPTCY

Neither the Contract nor any rights or privileges hereunder shall be an asset of Applicant in any bankruptcy, insolvency or reorganization proceeding. If the City shall not be permitted to terminate the Contract because of the provisions of the United States Bankruptcy Code, Applicant or any trustee for it shall, within fifteen (15) days upon request by the City to the Bankruptcy Court, assume or reject the Contract. If the Applicant files for bankruptcy, the Applicant shall not assume the Contract unless all defaults hereunder shall have been cured, the City shall have been compensated for any monetary loss resulting from such default and the City shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of the Contract on the part of Applicant to be performed.

T. TERMINATION FOR CONVENIENCE

Under any Contract resulting from this RFP, the City shall have the absolute right to terminate the concession for its convenience by providing no less than ninety (90) days' notice to the Applicant. In addition, Applicant acknowledges and agrees that in the event the term or period of the Contract, including any renewal terms, exceeds four (4) years, the City shall have the right to terminate the Contract, at the sole option of the City, without cost or penalty to the City, at any time after the expiration of the fourth year following the date of the Contract.

U. ACTION OF EJECTMENT

In any amicable action of ejectment and/or for fees in arrears, the City shall first cause to be filed in such action an affidavit, made by it or someone acting for it, setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of the Contract (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

V. JUDGMENT

The Applicant expressly agrees that any judgment, order or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in the Contract or otherwise shall be final, and that he will not take an appeal, certiorari, writ of error, exception or objection to the same, and releases to the City, and to any and all attorneys who may appear for the Applicant, all errors in the said proceedings and all liability therefore. The Applicant expressly waives the benefits of all laws, now and hereafter in force, exempting any equipment and/or merchandise from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under the Contract.

W. COMPLIANCE WITH LAW

The Applicant shall at all times during the continuance of this concession or any renewal there of observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, and standards applicable to the Applicant or its use of the City facilities, including, but not limited to, rules and regulations promulgated from time to time by the City and other authorities having jurisdiction over any phase of operation in and about the facilities.

X. INDEPENDENT CONTRACTOR

Applicant is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Applicant nor its employees or subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

Y. CITY’S RIGHT TO ENTER

The City reserves the right, through its authorized officers, employees and agents, to enter the Applicant’s facility at any reasonable time for the purpose of determining whether the Applicant has satisfactorily performed all obligations imposed upon the Applicant hereunder and for all other purposes incidental to or connected with the City’s performance of governmental functions, and the City’s performance of its obligations hereunder.

Z. INTERPRETATION

Applicant agrees that the rule of interpreting any ambiguities in an agreement against the drafter of the agreement does not apply to the interpretation of the Contract.

In the RFP and Contract, the words “include” “includes” and “including” have the same meaning as “including, without limitation.”

In the RFP and Contract, the word “shall” signals an obligation and the word “must” signals a condition.

The language in all parts of the Contract is to be construed as a whole according to its fair meaning and not strictly for or against either City or Applicant. When the context of the Contract requires the neuter gender includes the masculine and feminine, and the singular includes the plural.

The captions used in the Contract are for the purpose of convenience only and do not limit or extend the meaning of any provision of the Contract.

APPENDIX B
(CONSISTING OF APPENDIX B-1 AND APPENDIX B-2)

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

SPECIAL CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS

APPENDIX B-1

CITY OF PHILADELPHIA OFFICE OF ECONOMIC OPPORTUNITY

ECONOMIC OPPORTUNITY PLAN

ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS

I. Introduction, Definitions and Diversity Practices

- A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601. This Economic Opportunity Plan (“Plan”) memorializes the Contractor’s “Best and Good Faith Efforts” to provide meaningful and representative opportunities for Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Disabled Business Enterprises (“DSBEs”) (collectively, “M/W/DSBEs” which also includes firms designated as Disadvantaged Business Enterprises or “DBEs”²) and employ an appropriately diverse workforce in **source-separated food scraps and organics collection, equipment and maintenance services and compost processing**. (“Project”). The term “Best and Good Faith Efforts,” the sufficiency of which shall be in the sole determination of the City, means: a Contractor’s efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600 within this project. Best and Good Faith Efforts are rebuttably presumed met, when a Contractor makes commitments and causes its professional services providers and contractors retained by Contractor (collectively, the “Participants” and each a “Participant”) to make commitments within the M/W/DSBE Participation Ranges established for this Project and employ a diverse workforce as enumerated herein.

Any contract resulting from this RFP is subject to the Plan requirements as described in Section 17-1603 (1). Accordingly, by submission of this Plan, a responsive and responsible Contractor makes a legally binding commitment to abide by the provisions of this Plan which include its commitment to exercise its Best and Good Faith Efforts throughout the Project and its commitment to cause its Participants to use their Best and Good Faith Efforts to provide subcontracting opportunities for M/W/DSBEs in all phases of the Project and to employ a diverse workforce. This Plan expressly applies to all contracts awarded in connection with the Project. The objectives set forth in this Plan shall be incorporated in all Contractor requests for proposals, bids and solicitations and communicated to all Participant levels.

- B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity (“OEO”). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency³ or identified in the OEO Registry will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained

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

³A list of “OEO approved certifying agencies” can be found at www.phila.gov/oeo

by the OEO and available online at www.phila.gov/o eo/directory. If Contractor is certified by an approved certifying agency, a copy of that certification should be furnished with the proposal.

- C. Contractor is required to submit a statement summarizing current and past practices relating to its diversity practices (“Diversity Practices Statement”). This statement shall identify and describe examples of processes used to develop diversity at all levels of Contractor’s organization including, but not limited to, board and managerial positions. This Diversity Practices Statement should also summarize Contractor’s strategic business plans specific to its current or past practices of M/W/DSBE utilization on its government and non-government projects and procurement activities. The Statement shall specifically identify, for the last three years preceding the execution of this EOP (or such greater period of time as may have been set forth in the record retention requirement of an applicable EOP), all City contracts and financial assistance containing an EOP obligating Contractor and any of Contractor’s “related corporate entities.” “Related corporate entities” shall mean any business entity controlled by a person or business with a majority interest in the Contractor’s business. For these identified contracts containing an EOP, Contractor shall enumerate the levels of M/W/DSBE participation and diverse workforce attainment achieved, comparing Contractor’s achievement to the participation ranges and workforce goals contained in each identified EOP. Appendix B-1 to this Plan is provided for this purpose and should be submitted with Contractor’s proposal although the City reserves the right to request it at any time prior to contract award.
- D. Contractor also agrees to identify in this Plan, any “Equity Ownership” which shall mean the percentage of beneficial ownership in the Contractor’s firm or development team that is held by minority persons, women and disabled persons. In the event Equity Ownership is identified, Contractor agrees to abide by the reporting requirements enumerated in Section 17-1603 (1)(g)(.3).
- E. Contractor and its Participant(s) hereby verify that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and are notified that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Contractor and its Participants also acknowledge that if awarded a contract/subcontract resulting from this RFP, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of the contract/subcontract, Contractor and/or its Participant(s) fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

II. Goals

A. M/W/DSBE Participation Ranges

As a benchmark for the expression of Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this Project through the exercise of Best and Good Faith Efforts. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the project and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract:

MBE Ranges		WBE Ranges
10% - 15%	And/Or	10% - 15%

B. Workforce Diversity Goals and Requirements

Contractor and its Participants agree to exhaust their Best and Good Faith Efforts to employ minority persons, by race and ethnicity, and females in its workforce of apprentices and journeypersons at the following levels⁴:

- African American Journeypersons – 22% of all journey hours worked across all trades
- Asian Journeypersons – 3% of all journey hours worked across all trades
- Hispanic Journeypersons – 15% of all journey hours worked across all trades
- Female Journeypersons – 5% of all journey hours worked across all trades
- Minority Apprentices – 50% of all hours worked by all apprentices
- Female Apprentices – 5% of all hours worked by all apprentices

III. Contractor Responsiveness and Responsibility

A. Contractor shall identify all its M/W/DSBE commitments on the form entitled, “M/W/DSBE Solicitation For Participation and Commitment Form.” The Contractor’s identified commitment to use an M/W/DSBE on this form constitutes a representation by Contractor, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Contractor has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Contractor further represents that if Contractor is awarded the contract, Contractor will subcontract with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, Contractor shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Contractor is to maintain the M/W/DSBE percentage commitments throughout the term of the contract which shall apply to the total amount of the contract and any additional increases. In the event the Contractor’s contract is increased by change order and/or modification, or amendment, it shall be the responsibility of the Contractor to apply its Best and Good Faith Efforts to the amended amount in order to maintain any participation ranges committed to on the total dollar amount of the contract at the time of contract completion.

1. Commercially Acceptable Function

A contractor that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function (“CAF”). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The City 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 and in determining the amount of credit the Contractor receives

⁴ These goals have been informed by the City of Philadelphia Fiscal Year 2017 Economic Opportunity Plan Employment Composition Analysis. Contractor and its Participants are responsible for maintaining records that demonstrate an appropriately diverse workforce for this Project which may include customary hourly wage records.

towards the participation ranges. For example, a contractor using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

- B. Upon award, letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including the M/W/DSBE Participation and Commitment Form, become part of the contract. M/W/DSBE commitments are to be memorialized in a written subcontract agreement and are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). **Any change in commitment, including but not limited to termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO.** Throughout the term of the contract, Contractor is required to continue its Best and Good Faith Efforts.
- C. In the event Contractor does not identify on the M/W/DSBE Participation and Commitment Form that it has made M/W/DSBE commitments within the participation ranges established for this Contract, Contractor must complete and submit a *Documentation of Best and Good Faith Efforts Form* (“BGFE Form”), documenting its solicitations and any commitments with M/W/DSBEs, and detailing any efforts made to include M/W/DSBEs in the contract. The submission of the BGFE Form is an element of proposal responsiveness and failure to include this form may result in the rejection of the Proposal. The BGFE Form must include at a minimum, certification and documentary evidence that the following actions were taken:
1. Solicitation directed to M/W/DSBEs registered with OEO and qualified M/W/DSBEs certified by agencies approved by OEO. Contractor must provide a list of all certification directories used for soliciting participation for this Contract. Contractor must determine with reasonable certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without follow up, is not acceptable; and
 2. Contractor provided interested M/W/DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation; and
 3. Contractor negotiated in good faith with interested M/W/DSBEs. A Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm’s price and capabilities as well as the objectives of the Plan into consideration; and
 4. Documentation of the following:
 - a. Any commitments to use M/W/DSBEs in its bid for subcontracted services and materials supply even when Bidder would otherwise prefer to self-perform/supply these items; and
 - b. Correspondence between the Bidder and any M/W/DSBE(s) related to this Bid; and
 - c. Attendance logs and/or records of any scheduled pre-bid meeting; and
 5. Certification and evidence that the following actions were taken or documentation of the following, or an explanation why these actions were not taken or why documentation does not exist:
 - a. Any arms length business assistance provided to interested M/W/DSBEs which may include access/introduction to major manufacturer/suppliers, lines of credit and union halls; and

- b. Solicitation through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs; and
- c. Telephone logs of communications related to this Bid; and
- d. Notification of and access to bid documents at the Bidder's office or other office locations for open and timely review; and
- e. Bidder sought assistance from jobs training and employment referral agencies such as the Urban Affairs Coalition, PA CareerLink Philadelphia, Philadelphia OIC and Philadelphia Works to identify candidates for employment and to perform employment outreach; and
- f. Bidder published its policy of nondiscrimination in the hiring, retention and promotion of employees; and
- g. Any agreement with an apprenticeship or training program that targets the employment of minority persons, disabled persons and women.

IV. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

The City, acting through its OEO, will evaluate the responsiveness of the Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the award of the contract which may result in Contractor's amendment of its M/W/DSBE Participation and Commitment Form or BGFE Form.

B. Administrative Reconsideration

1. If the OEO determines that the Contractor has not made sufficient Best and Good Faith Efforts, the Contractor will be notified that its proposal is nonresponsive and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his designee whose decision shall be final. If it is determined that the Contractor did not make sufficient Best and Good Faith Efforts, its Proposal will be rejected.
2. 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.

V. Compliance and Monitoring of Best and Good Faith Efforts

- A. The Contractor shall file a hard copy of this Plan, as certified below by OEO, with the Chief Clerk of City Council within fifteen (15) days of receiving a Notice of Award. The Plan shall be filed with:

Michael Decker, Chief Clerk of City Council
Room 402 City Hall
Philadelphia, Pennsylvania 19107

The Contractor also agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Contractor must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments; and

- Records relating to Workforce Diversity.

B. Prompt Payment of M/W/DSBEs

The Contractor shall within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors their proportionate share of such payment for work performed (including the supply of materials). In connection with payment of its M/W/DSBE subcontractors, the Contractor agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

Each month of the contract term and at the conclusion of the contract, the Contractor shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the Plan.

C. Oversight Committee

1. For this project, the City, in its sole discretion, may establish a Project Oversight Committee consisting of representatives from the Contractor's company and the City ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.
2. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after issuance of the Notice To Proceed.

VI. Remedies and Penalties for Non-Compliance

The Contractor agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood that in the event the City determines that the Contractor hereunder has failed to comply with these requirements the City may, in addition to remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

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

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with the Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors. No privity of contract exists between the City and the M/W/DSBE subcontractor identified in the contract. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of the Contract except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

[See next page, Signature Page, to be signed and returned]

PRINT NAME OF APPLICANT AND TITLE DATE

SIGNATURE OF APPLICANT AND TITLE DATE

IOLA HARPER, EXECUTIVE DIRECTOR, OFFICE OF ECONOMIC OPPORTUNITY⁵
DATE

[See Forms on following pages; these Forms, must be submitted by Applicant]

⁵ Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia’s Office of Economic Opportunity, the “certifying agency”, certifies that the contents of this Plan are in compliance with Chapter 17-1600.

STATEMENT OF DIVERSITY PRACTICES, POLICIES AND PAST ACHIEVEMENTS

In compliance with Chapter 17-1600 of the Philadelphia Code, Section 17-1603(1) entitled “Equal Opportunity Plan: Contents,” the Plan shall contain a statement from the contractor, developer and/or recipient of financial assistance, which shall include any of their related corporate entities⁶, summarizing past practices, and identifying and describing examples of processes used to develop diversity at any/all levels of its organization including, but not limited to, Board and managerial positions. This statement shall summarize strategic business plans specific to current or past practices of M/W/DSBE utilization on government and non-government projects and procurement. This statement must specifically identify past City of Philadelphia EOPs and goal attainment. The following should be included:

- 1) Describe employment and recruitment policies used to achieve diversity in your workforce.
- 2) Provide the race, gender, and residential (local) status of your
 - a) Board of Directors
 - b) Management
 - c) General Workforce
- 3) Identify your organization’s methods of solicitation and utilization of Minority, Woman and Disabled Businesses (M/W/DSBEs). Please be specific in describing outreach and any procurement policies that are focused on creating or sustaining business relationships with M/W/DSBEs.
- 4) What percentage of your company’s total spend with vendors and suppliers is attributable to M/W/DSBEs? Please include a list of the largest M/W/DSBEs used by your organization in the last 12 months.
 - a) Identify the type of goods or services purchased
 - b) Amount of the contract.
 - c) Indicate if any of these M/W/DSBEs are listed in the City of Philadelphia’s Office of Economic Opportunity Registry.
 - d) Are these companies certified as M/W/DSBEs? Do you rely on any particular certifying agency?
 - e) If there is no previous M/W/DSBE utilization, the Plan shall contain a statement that explains the reason for the lack of M/W/DSBE participation in past contract(s) or project(s).
- 5) Describe any initiatives made by your organization to increase investment and promote equity ownership by minorities and women.
- 6) Identify, for at least the past three years, each EOP that you or your related corporate entity has held with the City; show M/W/DSBE participation and Workforce Diversity under the EOP contrasting actual achievement with the goals contained in the EOP:

Name of EOP Project: _____

M/W/DSBE Ranges _____

Actual Achievement_____

Workforce Goals_____

Actual Achievement_____

⁶ E.g., Developer may have been a signatory to an EOP, under a different name in the past three years.

APPENDIX B-2

SPECIAL ANTIDISCRIMINATION CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS FOR APPLICANTS THAT ARE NONPROFIT ORGANIZATIONS

In response to the objectives of Executive Order 03-12, Applicants that are nonprofit organizations will be required to submit the following information to the Office of Economic Opportunity (OEO):

1. identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant's workforce;
2. identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant's board of directors or trustees;
3. a list of the nonprofit Applicant's five highest dollar value M/W/DSBE suppliers of products and services; and
4. the nonprofit Applicant's statement explaining its efforts to maintain a diverse workforce, a diverse board of directors and operate a fair and effective supplier diversity program.

Please use the attached form, "Diversity Report of Nonprofit Organizations," to submit this information, attaching additional pages as needed. This information should be submitted with the Applicant's proposal, but the City, at its sole discretion, may allow applicants to submit or amend this form at any time prior to award.

If a nonprofit organization is responding to a contract opportunity where ranges have been established for M/W/DSBE participation, in addition to the "Diversity Report of Nonprofit Organizations" form, a nonprofit Applicant must also complete and submit with its proposal the "Solicitation for Participation and Commitment" form included in this Appendix.

APPENDIX B-2
City of Philadelphia – Office of Economic Opportunity
Diversity Report of Nonprofit Organizations

1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE

Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/ disability:		#	%		#	%
	African American			Males		
	Asian/Pacific Islander			Females		
	Caucasian					
	Disabled					
	Hispanic					
	Native American					
	Other					
	Total Number of Employees					

2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION

Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:		#	%		#	%
	African American			Males		
	Asian/Pacific Islander			Females		
	Caucasian					
	Disabled					
	Hispanic					
	Native American					
	Other					
	Total Number of Directors or Trustees					

3 SUPPLIER DIVERSITY

Please check the appropriate box to indicate if you have a supplier diversity policy. If “no,” please explain on your letterhead. Yes No

If you maintain a supplier diversity policy, please attach a copy of your supplier diversity policy.

Please identify below, your agency’s five (5) highest minority, woman, and/or disabled owned business suppliers of products or services, indicating your estimated annual expenditure(s) with the firm:

	Company Name	Company Address	Company Telephone	Minority	Woman	Disabled	Annual Expenditures
1							
2							
3							
4							
5							

Signature: _____ Date: _____ Non-Profit Name: _____

APPENDIX C

**CITY OF PHILADELPHIA TAX AND REGULATORY
STATUS AND CLEARANCE STATEMENT
FOR APPLICANTS**

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”)*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”)*	

____ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in the Philadelphia Code.

____ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

Authorized Signature

Date

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on “Register” or “Register Now” to register your business.

APPENDIX D

LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

Instructions: Applicants who seek as a positive factor in the City’s consideration of their application that they meet the Local Business Entity or Local Impact criteria as provided in Mayoral Executive Order No. 04-12 should complete this Certification and return it with their application. Applicants providing this Certification should also include in a separate section of their application labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” Check all appropriate certification options that are applicable to Applicant and sign below:

Applicant Name: _____

Local Business Entity Certification

___ I certify that the Applicant named above is a Local Business Entity because Applicant complies with the following criteria set forth in Section 17-109(3)(b) of the Philadelphia Code:

I. During the preceding 12 months, Applicant has filed a Commercial Activity or Business Privilege tax return with the City establishing that Applicant conducted business within the City within the calendar year preceding the filing of the return; and

II. During the preceding 18 months, Applicant:

A. Has continuously maintained a valid Commercial Activity or Business Privilege License and all other licenses and permits necessary to conduct business with the City;

B. Has continuously occupied an office within the City, where business is conducted; and

C. Satisfies at least one of the following requirements (*Check those applicable to Applicant*):

___ (1) More than half of Applicant’s full-time employees work in the City at least 60% of the time;

___ (2) More than 50 of Applicant’s full-time employees work in the City at least 60% of the time; or

___ (3) Applicant’s principal place of business is located in the City.

Local Impact Certification

___ I certify that in the performance of a contract resulting from this BV RFP, the Applicant named above will employ City residents.

___ I certify that in the performance of a contract resulting from this BV RFP, the Applicant will perform the work in the City.

Authorized Signature

Date

Print Name and Title

APPENDIX E INDEMNIFICATION, RELEASE AND INSURANCE

A. Indemnification

Successful Applicant must promptly indemnify, defend, hold the City of Philadelphia (City) from and against all claims, suits, causes of actions, cost recovery actions, costs, interest and expenses, demands, judgements, liabilities, damages, liens, mechanics or materialmen's liens and claims of lien (including reasonable attorney's fees and costs) (individually, a "Claim" or collectively the "Claims") arising in whole or in part from the successful Applicant's or any of its contractors' or subcontractors', employees', invitees', agents', successors' and assigns' entry onto and use 5650 Rising Sun Ave., including but not limited to property damage and personal injury (including death). In the event of any Claim, Successful Applicant shall promptly defend the Claim on behalf of the City, and Successful Applicant shall pay, perform and discharge any judgment, order or decree entered or agreed to on account of the Claim. Successful Applicant may not settle any Claim without the prior written approval of the City. The City each have the right, but not the obligation, to defend itself with respect to a Claim and appoint its own counsel to defend the Claim. The provisions of this Appendix E survive the expiration or sooner termination of the Contract.

2. Release

In consideration of the Contract given to the successful Applicant by PPR, the successful Applicant, for itself and its officers, directors, employees, agents, sublicensees, contractors and subcontractors, successors and assigns, and any person claiming by, through, or under them, or any of them (collectively, the "**Releasors**"), remises, quitclaims, releases and forever discharges the City, and their respective officials, officers, directors, employees, boards, commissions, agents, successors and assigns (acting officially or otherwise) (collectively, the "**Releasees**"), from any and all, and all manner of, actions and causes of action, suits, claims, liabilities and demands whatsoever in law or in equity which the successful Applicant or any of the Releasors may have against the City or any of the Releasees, relating in any way to any condition in, on, or about 5650 Rising Sun Ave. during the exercise of the Contract, the entry onto or use of 5650 Rising Sun Ave. pursuant to the Contract and the RFP, or relating in any way to the exercise of any rights or performance of any obligations under the Contract or the RFP.

3. Insurance

On or before the Commencement Date, the successful Applicant shall promptly procure and throughout the Term shall maintain, at its sole cost and expense, the types and minimum limits of insurance coverage specified below. The successful Applicant shall procure all insurance required below from reputable insurers who are acceptable to the City and who are authorized to do business in the Commonwealth of Pennsylvania. The successful Applicant shall cause the insurance policies to provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, non-renewed, or scheduled to lapse. All insurance required must be written on an "occurrence" basis and not a "claims-made" basis, unless otherwise noted below.

1. Worker's Compensation and Employers' Liability

- a. Workers Compensation – Statutory Limits;
 - b. Employers Liability:
 - i. \$100,000 Each Accident – Bodily Injury by Accident;
 - ii. \$100,000 Each Employee – Bodily Injury by Disease;
 - iii. \$500,000 Policy Limit – Bodily Injury by Disease;
 - c. Other states endorsement including Pennsylvania.
2. General Liability Insurance
- a. Limits of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 per occurrence for damage to rented premises; \$1,000,000 personal and advertising injury; \$1,000,000 products and completed operations aggregate and \$2,000,000 general aggregate.
 - b. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as insureds; cross liability and broad form property damage (including completed operations) liability and; and explosion, collapse and underground hazards.
3. Auto Liability Insurance
- a. Limits of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - b. Coverage: Owned, non-owned, hired, rented, leased vehicles and any vehicles in successful Applicant’s care, custody and control.
4. Umbrella Liability Insurance at limits totaling \$5,000,000 per occurrence when combined with insurance required under 1. through 3. above.
5. “All Risk” Property Insurance
 Covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property, including the Premises in successful Applicant’s care, custody and control in an amount equal to the full replacement cost with no penalty for coinsurance.
6. Builders Risk Insurance/Installation Floater (If Applicable.)
 Throughout the Term of any construction on the Premises, successful Applicant shall cause all its contractors and all subcontractors, to obtain and maintain, at no cost to the City “All Risk” Builder’s Risk Insurance in an amount equal to the anticipated completion value of the project under construction, including property in transit and in storage off the job site.
7. Environmental Impairment Liability/Pollution Legal Liability Insurance

- a. Limit of Liability: \$2,000,000 per occurrence/\$2,000,000 aggregate for bodily injury (including death), property damage and remediation/clean up.
 - b. 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 three (3) years beginning from the time the work under this contract is completed.
8. The City of Philadelphia, and their respective officials, officers, directors, employees and agents must be named as additional insureds on all the General Liability, Auto Liability, Environmental Impairment Liability/Pollution Legal Liability Insurance and Umbrella Liability and loss payee on all property related policies required above. All such policies must include an endorsement stating that the coverage afforded the additional insureds is primary to any other coverage available to them.
9. A Certificate of insurance evidencing the required coverage must be delivered to the City of Philadelphia, Risk Manager, One Parkway Building, 14th Floor, 1515 Arch Street, Philadelphia, PA 19102, with a copy to the Commissioner of the Department of Parks and Recreation, at least five (5) business days prior to entry onto the Premises by the successful Applicant. The successful Applicant must furnish copies of the original policies of all insurance required under this Agreement at any time within ten (10) days after written request by the City.
10. The successful Applicant shall not permit any lapse in or termination or cancellation of the insurance coverage required under this Appendix E, the RFP, and the Contract. The successful Applicant must ensure that replacement coverage meeting the requirements of this Appendix E are in effect prior to the expiration of the policy period.
11. If the successful Applicant fails to procure and maintain such insurance, the City are not limited in the proof of any damages which the City may claim against the successful Applicant or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance. The City may also be entitled to recover damages from the successful Applicant for such breach, the uninsured amount of any loss, damages and expenses of suit and costs, including without limitation, reasonable collection fees, suffered or incurred during any period when successful Applicant, its contractors or subcontractors shall have failed or neglected to provide the insurance as required herein.

Insurance Not a Limit of Liability.

The insurance requirements set forth in this Appendix E do not modify, limit or reduce the successful Applicant's indemnifications of the City under this Appendix E, the RFP, and the Contract, or limit any of their respective liability under this Appendix E, the RFP, and the Contract to the limits of the policy(ies) of required insurance.

Proceeds for Property Damage.

The successful Applicant shall cause all proceeds of property damage and Builder's Risk policies to be payable to the City to use for the restoration or repair of the Premises.

Increase in Insurance Amounts. From time to time, but not more than once each year, the City may, in its reasonable discretion, require the successful Applicant to obtain additional types and amounts of insurance, or either of them, than what successful Applicant is obligated to obtain and maintain under this Appendix E.