



REQUEST FOR PROPOSALS
for a
STORMWATER MANAGEMENT CONSULTANT
For Wissahickon Act 167
for the
CITY OF PHILADELPHIA

Issued by:
CITY OF PHILADELPHIA ("City")
WATER DEPARTMENT

All Proposals must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts, choose eContract Philly. Applicants who have failed to file complete applications through the eContract Philly 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 June 30, 2010

Requests for general information regarding this request for proposal should be directed to:

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Michael Nutter, Mayor
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I. Project Overview

A. Introduction / Statement of Purpose

The City of Philadelphia (City) acting through its Water Department (PWD, or Department) is seeking proposals from qualified consultants to assist PWD's Finance Division.

The Water Department is currently seeking proposals through this RFP from qualified water resource consultants with a particular expertise in stormwater management and stormwater management facility volume enhancement design to assist the Water Department in the development of a state approved Act 167 Stormwater Management Plan in the Wissahickon Creek Watershed. This project also involves the development of scenarios for stormwater volume control in detention basins and stormwater management facilities.

B. Department Overview

The Philadelphia Water Department serves the Greater Philadelphia region by providing integrated water, wastewater, and storm water services. The utility's primary mission is to plan for, operate, and maintain both the infrastructure and the organization necessary to purvey high quality drinking water, to provide an adequate and reliable water supply for all household, commercial, and community needs, and to sustain and enhance the region's watersheds and quality of life by managing wastewater and storm water effectively. In fulfilling its mission, the utility seeks to be customer-focused, delivering services in a fair, equitable, and cost-effective manner, with a commitment to public involvement. Having already served the City and region for nearly two centuries, the utility's commitment for the future includes an active role in the economic development of Greater Philadelphia and a legacy of environmental stewardship.

C. Project Background

Recent changes to the State's program require consideration of water quality, groundwater recharge and retention, streambank protection, in addition to volume control. Water Quality: standards and criteria will be developed for managing the water quality impacts of frequently occurring storms. These storms make up 90% of the total annual rainfall volume, and typically are designated as 1 and 2 year storms or smaller. Standards and guidance for using stormwater Best Management Practices (BMPs) to treat runoff generated from the water quality design storm. Groundwater recharge and retention: requirements based on a water budget and the soils for the watershed will be established. The goal is to require infiltration where feasible at volumes that approximate predevelopment levels. Streambank Protection: Based on the erodibility of soils, a requirement to detain and release a certain sized storm over a 24 hour period.

D. Request for Proposals

The Department is seeking proposals from qualified candidates to assist PWD. Applicants shall be required to submit evidence that they have relevant past experience and have previously delivered services similar to the ones required. No Applicant will be considered unless that applicant: 1) has a complete understanding of the tasks required to complete a state approved Act 167 Plan; 2) a thorough understanding of modeling in the development of scenarios for

stormwater volume control via retrofitted or new stormwater management facilities and 3) knowledge of PWD's integrated watershed management planning goals 4) Previous experience with similar planning in the Wissahickon Creek Watershed

E. General Disclaimer of City

This RFP does not commit the City of Philadelphia to award a contract. This 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 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.

II. Scope of Work

A. Project Details

(1) **Objective/purpose:**

The Water Department will perform all in-stream survey work and required modeling for the development of the watershed wide (Philadelphia and Montgomery counties) Act 167 Plan. Consultant will do all work associated with the drafting of the Plan and Model Stormwater Ordinance and the evaluation of scenarios for stormwater volume control in detention basins and stormwater management facilities.

The scope of work outlined below is general in nature and is included to assist the Respondent in identifying the types of services the Department anticipates it will need. This list is not intended to be all inclusive:

Pennsylvania Act 167 Stormwater Management Plans require a minimum number of study elements, including:

- A survey of runoff characteristics
- A survey of existing water obstructions and their capacities
- An assessment of land development patterns and their potential impact on runoff
- An analysis of development in floodplain, the vulnerability of the development to damage by drainage problems, and proposed solutions
- A survey of drainage problems and proposed solution
- A review of storm collection systems and their impacts
- An assessment of alternative runoff control techniques
- An identification of existing and proposed flood control techniques
- A ten-year plan for stormwater collection and control facilities
- An identification of the floodplain within the watershed
- Standards for the control of runoff from existing and new development
- Provisions for periodic review and updating (at least every 5 years)

(2) **Timetable:** These service are expected to be ongoing and may include a variety of time sensitive elements and deadlines which the Contractor will be made aware as soon as it is feasible. In general, it is expected that the consultant will perform all tasks in a timely and professional manner without compromising the quality of their work.

(3) **Reporting requirements:** Consultant shall be required to provide a detailed report of projects and other deliverables completed along with the monthly invoice as fleshed out in the scope of work.

(4) **Performance standards:** The successful respondent shall be required to: 1) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work and 2) execute and complete all specified work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this proposal request and the resultant contract.

- (5) **Monitoring.** Should there be any questions or concerns related to the activities performed and completed within the invoice, consultant will be notified. PWD will meet with consultant on a regular basis to discuss contract and associated tasks.

(6) Compensation.

- Payment for professional services under this contract shall be based on an hourly rate and not to exceed a pre-determined yearly amount negotiated by the City and Consultant prior to project commencement.
- Billing for the following will **NOT** be permitted and is assumed to be included in the hourly rate:
 - a) Travel expenses (vehicles, mileage, gas, etc) related to performing the agreed upon services shall not be billed
 - b) Airfare, hotel accommodations, meals related to performing the agreed upon services shall not be billed
- Upon contract execution, Consultants will be permitted to submit monthly invoices. An original and two copies of each invoice must be submitted with substantiating documentation.

B. Organizational and Personnel Requirements

(a) Civil Engineering

- 1) General
- 2) Sanitary Sewer
- 3) Storm Water

(b) Structural Engineering

- 1) Pavement design, including porous pavement systems
- 2) Design of reinforced concrete footings for stormwater structures
- 3) Structural analysis of roof loading

(c) Geotechnical Engineering

- 1) Soil stability testing and engineering
- 2) Infiltration testing and analysis
- 3) Retaining wall design

(d) Design of stormwater management practices and green infrastructure - Consultant shall provide expertise to the PWD's engineering staff in the areas identified below:

- 1) Hydrologic Analysis and Hydraulic Design of urban drainage areas
- 2) Understanding of required H&H analysis and management requirements to meet combined sewer overflow and stream protection goals
 - o Knowledge of models and methods for quantifying urban peak flows and volumes
 - o Long term/continuous simulation modeling of stormwater management practices
 - o Knowledge of methods and models for quantifying infiltration and flow through saturated and unsaturated media
 - o Erosion and Sedimentation Control Practices
- 3) Design of infiltration systems and appropriate pretreatment, including long term performance, operations, and maintenance.

- 4) Landscape design for stormwater management practices including knowledge of tolerances and maintenance requirements of woody and herbaceous species, planting methods, and aesthetic considerations.

C. Technology Capabilities

The consultant is expected to be knowledgeable about all database applications currently being used in the parcel based billing system in addition to the department's financing and its water/sewer billing processes.

D. Required Tasks

The consultant will be expected to perform the requested tasks throughout the duration of this contract.

Deliverables

- a) Deliverables include meeting minutes, issues logs, and a variety of documentation prepared as part of the billing operations management and advisory services.
- b) Bi-weekly status report from the consultant will be required and must, at a minimum, summarize the hours expended, tasks accomplished, assignments and identify issues with suggested solutions.
- c) All material generated on the contract will become the property of the Water Department, and the appropriate personnel will be trained on the review and interpretation of the materials.

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

A. Required Proposal Format

1. Proposal Content

Respondents are encouraged to submit concise clear responses to this RFP. Responses of excessive length or complexity are discouraged. The Department reserves the right to include all or any part of submitted proposal responses in the final contract.

In order to expedite the evaluation of proposals, Respondents shall organize their proposal in the sequence specified below. Instructions regarding the scope and content are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal. Proposal sections and pages shall be appropriately numbered.

The following sections and content are required in each proposal and should be sectioned as follows:

- (1) Table of Contents.
- (2) Introduction / Executive Summary
- (3) Company or Agency Profile
- (4) Project Understanding
- (5) Proposed Scope of Work
- (6) Identification of Project Staffing and Organization
- (7) Cos/Rate Schedule
- (8) Statement of Qualifications/Relevant Experience
- (9) Summary of References
- (10) Statement of Financial Capability

Introduction/Executive Summary

An Executive Summary should be prepared describing the major factors or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Respondent desires to make. It should be designed specifically for use by individuals that may not have a technical background.

Company or Agency Profile

Provide the following information relative to your firm and each proposed subcontractor:

- a. Firm name and business address, including telephone and facsimile numbers.
- b. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

Project Understanding

Provide a detailed understanding of your company's understanding of the scope of work presented in Section 2. This statement should elaborate upon the various technical, administrative and regulatory issues of this project.

Proposed Scope of Work

Demonstrate your knowledge and understanding of the technical issues surrounding each task. Please include any additional tasks necessary to complete projects.

Identification of Project Staffing and Organization

Describe how you anticipate organizing your staff and those of your subcontractor(s), if applicable, for this project (organizational graphics are helpful). Provide a listing of key staff members that will be involved. List the principal office address of each employee. Provide resumes of the project manager and other key managerial and technical staff and technical information that include work experience, education, and any related publications. It will be required that the key people proposed for the project actually participate in this project. If, because of extenuating circumstances, a member must be replaced, the new member must possess comparable experience and be approved by the Department.

Cost/Rate Schedule

Respondents must submit a detailed cost schedule, which shall include proposed hourly rates, reimbursable expenses and other costs. Costs should be relevant to the performance of the contract. Proposed fees & costs beyond the initial contract term will be subject to an amendment to the agreement at the City's sole option.

Statement of Qualifications/Relevant Experience

Describe in detail projects that you feel meet the minimum qualification as outlined in this RFP. Describe in detail your firm's involvement in the project and the value of that work. Give the name and phone number of the manager of the project so the Department may contact them for a reference.

Briefly summarize additional experience that you feel may be of value to the Department that should be considered.

Respondent shall furnish a minimum of three (3) references. References may or may not be contacted or reviewed at the discretion of the Department.

Summary of References

Provide resumes for key managerial staff and technical information that include work experience, education, and any related publications.

Statement of Financial Capability

Provide the following financial information if applicable:

- Statement of financial condition
- Audited financial statement for last year

2. 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 General Provisions appearing on eContract Philly with this RFP and attached to this RFP as an appendix. 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.

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, state the reasons for the request, and propose alternative language or terms. 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. Failure to enter into a contract on the basis of such new Requested Exceptions shall be grounds for the City to call on any proposal security furnished by the Applicant.

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.

3. Office of Economic Opportunity Participation

Each Applicant is subject to the provisions of Mayoral Executive Orders 02-05 and 14-08 and is required to respond to the ranges specified in an appendix included with this 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 Orders 02-05 and 14-08. The City’s Antidiscrimination Policy for City contracts is explained in more detail in Appendix A to this RFP. Applicants are required to complete and include in their proposals the “Solicitation for Participation and Commitment Form” which, together with instructions for completion of the form, is also included in Appendix A.

4. The Philadelphia Tax 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 complete and return with its proposal, a City of Philadelphia Tax Status and Clearance Statement Form (included with this RFP as an appendix).

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 within a week of being notified of their non-compliance, Applicants will not be eligible for award of the contract contemplated by this 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 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.

Applicants need not have a City of Philadelphia Tax ID number and 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.

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 arrangement to come into compliance at 215-686-6600 or revenue@phila.gov.

5. Disclosure of Litigation

The Applicant shall describe any pending, threatened, or contemplated administrative or judicial proceedings that are material to the Applicant's business or finances including, but not limited to, any litigation, consent orders or agreements between any local, state, or federal regulatory agency and the Applicant or any subcontractor the Applicant intends to use to perform any of the services described in this RFP.

B. 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 RFP; proposals and any other related documents prepared in response to this RFP will not be considered unless they are filed, within the prescribed time period, through eContract Philly, which can be accessed on the City's website at www.phila.gov/contracts by clicking on eContract Philly. The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

Applicants and contractors are required to disclose their campaign contributions to local and state political candidates and incumbents; any consultants used in responding to the 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, are part of the online application. For more information, please consult the reference materials found on the website, e-mail econtractphilly@phila.gov or call 215-686-4914.

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

Applicants are encouraged to start and complete their online applications on eContract Philly 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 eContract Philly process.

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

C. Selection Process

The City of Philadelphia will base its selection on criteria that will include, but not be limited to:

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
7. 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
8. Lower cost
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term effectiveness
11. Meets prequalification requirements

IV. Proposal Administration

A. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to Joseph Clare at joseph.clare@phila.gov no later than 5:00PM on Friday, June 18. The City will provide written responses to the submitted questions no later than eight business days after the RFP is released. These responses will be posted on the eContract Philly website with the original RFP details notice. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment by the City.

B. Term of Contract

The initial term of the Contract shall commence on August 1, 2010 (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 June 30, 2010. 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.

V. General Rules Governing RFPs/Proposal; Reservation of Rights; Confidentiality and Public Disclosure

A. Revisions to RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on eContract Philly with the original Opportunity Details. It is the Applicant's responsibility to check the eContract Philly 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 RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

C. Proposal Binding

By signing and submitting its proposal, each Applicant agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the City's sole discretion, result in rejection of Applicant's proposal and shall be grounds for the City to call on any proposal security furnished by the Applicant.

D. Contract Preparation Fee

Pursuant to §17-701 of The Philadelphia Code, the successful Applicant will be required to pay a contract preparation fee; the Department may consider waiving the fee for non-profit corporations upon request. Section 17-701 establishes a fee schedule for contract preparation which is based upon the amount of the contract.

<u>Amount of Contract</u>	<u>Contract Preparation Fee</u>
\$0-\$20,000	\$0
\$20,001-\$50,000	\$120
\$50,001-\$100,000	\$170
\$100,001-\$250,000	\$260
\$250,001-\$500,000	\$340
\$500,001-\$1,000,000	\$520
Over \$1,000,000	\$1,000

E. Reservation of Rights¹

By responding to this RFP, the Applicant understand and agrees to this reservation of rights.

¹ The City's reservation of rights stated in the main text above also appears on the eContract Philly web site where a City solicitation document such as this RFP is referred to as a "notice of contract opportunity." Therefore the phrase "this notice of contract opportunity" refers to this RFP and any other related documents posted on eContract Philly.

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:

- 1) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
- 2) 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;
- 3) 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;
- 4) 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;
- 5) 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;
- 6) 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;
- 7) 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 eContractPhilly.

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:

- 1) 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;
- 2) 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 City 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;
- 3) to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections 1) and 2) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;
- 4) 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;
- 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) 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;
 - 10) 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;
 - 11) 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;
 - 12) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);
 - 13) 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;
 - 14) 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,
 - 15) 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 eContractPhilly.

3. Miscellaneous

- 1) 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.
- 2) 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
CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(NON-COMPETITIVELY BID CONTRACTS)**

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

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, "NOCO") .

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

MBE 15 % - 20 %
WBE 10 % - 15 %

These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

Applicant hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Applicant is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency¹ or identified in the OEO Certification Registry at the time of contract award will be credited toward the participation ranges

¹ Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO

on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If applicant or applicant's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the proposal.

2. No applicant that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the NOCO), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your proposal may be rejected.

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

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

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

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

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from applicant in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A proposal responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the applicant on the contract, if awarded; where the proposal satisfies the M/W/DSBE participation ranges for that contract, the applicant is rebuttably presumed not to have discriminated in its selection of contract participants.

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

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Applicants should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The applicant's listing of a commitment with an M/W/DSBE constitutes a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the applicant has entered into a joint venture with an MBE, WBE and/or DSBES partner, the applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Applicant does not fully meet each of the range(s) for participation established for this NOCO, applicant must explain what efforts the applicant made to achieve the M/W/DSBE participation ranges. Applicant must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by applicant.
- Provide any additional evidence pertinent to applicant's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that applicant has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing applicant's efforts to achieve participation within the ranges, applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).

The applicant's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the applicant's actions were motivated by considerations of race or gender or disability. The OEO may investigate the applicant's contracting activities and business practices on similar public and private sector contracts. For example, if applicant rejects any M/W/DSBE based on price, applicant must fully document its reasons for the rejection and also demonstrate that applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether applicant employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the applicant's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the proposal is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

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

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

1. The successful applicant's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the successful applicant hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend the successful applicant from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

APPENDIX B
City of Philadelphia Tax 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. The City of Philadelphia, acting through its Department of Revenue and the Department of Licenses and Inspections, will utilize the information contained in the completed form to review the tax and Philadelphia Code compliance records of the person and/or entity identified below as part of the proposal evaluation process and will report their findings to the Contracting Department and the City's authorized investigatory agents. By signing the certification statement below as Applicant or an authorized representative of Applicant, you represent that Applicant is current and in compliance with, has made or intends to make satisfactory arrangements with the City to come into compliance with the tax and regulatory provisions of The Philadelphia Code.

Applicant Name

Contact Name and Title

Street Address

City, State, Zip Code

Phone Number

Federal Employers Identification Number or
Social Security Number:

Philadelphia Business Tax Account Number
(if none, state "none")

Business Privilege License Number
(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, of other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

City of Philadelphia

RFP –Stormwater Management Consultant

Signature

Date

Print Name and Title

APPENDIX C
Provider Agreement and General Provisions

Included as Supporting Documents.